City of Ada

Meeting of the City Council Tuesday, August 10th 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.** July 5, 2021 Council Meeting minutes
 - **B.** City Pre–paid checks in the amount of \$403,750.16
 - C. City Accounts payables in the amount of \$42,751.85
- **VI. Approve Agenda** No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.
- VII. Presentations with possible discussion and decision.
 - **A.** Moore Engineering Update
- VIII. Reports of Department Heads and Committees
 - A. Mayors Report
 - **B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - i. Dekko Center Parking Lot
 - 2) Set budget planning meeting.
 - 3) COVID Relief Funds American Rescue Plan
 - 4) Blight/Home Rehab Grant Update

IX. Old Business

XII. New Business

- **A.** Kaleidoscope Guests, August– Scott/Mike, September Casey/Josh, October-Kim/Crystal, November Shawn/Mike
- **B.** Resolution 2021-08-01 A Resolution Establishing Ban on Non Essential Water Use
- C. Ada Borup West Activities Corporate Sponsorship Program
- **D.** Benedictine Living Community ATV Run Sponsorship
- E. Committee Meetings Updates
 - **A.** Public Works
 - i. Transformer Quote
 - ii. Electric Wire Quote
 - **B.** Public Safety
 - C. Beautification
 - **D.** EDA

XIII. Adjournment

City of Ada

Meeting of the City Council Tuesday, July 6, 2021 6:00 P.M. – Council Chambers

Minutes

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call Members present: Nelson, Mathsen, Erickson, Roux, Stene, and Krieger. Members Absent: Lewis. Others present were Mayor Hintz, Administrator Larson and the media.
- IV. Citizen Forum Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.
- V. Consent Agenda These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.
 - **A.** June Council Meeting minutes
 - **B.** City Pre–paid checks in the amount of \$259,135.10
 - C. City Accounts payables in the amount of \$49,652.26
 - **D.** Donation Request- Fun in the Flatlands \$300.00
 - E. Donation Request- National Night Out \$300.00

Member Mathsen made a motion and Member Roux seconded to approve the Consent Agenda as amended. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

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

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

VII. Presentations with possible discussion and decision.

A. Brandy Martz and Associates – 2020 Audit

Brian Opsahl of Brady Martz presented the 2020 audit. He stated that the City of Ada is in very good financial position, especially when comparing it to the previous year. He highlighted the Liquor Store surplus this year and stated that the General Fund was up considerably. A single purpose audit was completed as well in 2020 due to funds being received through bonding.

B. Moore Engineering

1) Change Order No. 3 Spruce Valley

Dan Hanson of Moore Engineering brought before council the final proceedings of finishing the Water Tower Project and the Lift Station Project. Mr. Hanson requested approval of the Change Order to Spruce Valley in the amount of \$9,670.00.

Member Mathsen made a motion and Member Krieger seconded to approve the Change Order request for \$9,670.00 from Spruce Valley for changes made to the lift stations per request from Manager Rasmusson and Moore Engineering. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

2) Final Pay Application Spruce Valley- Lift Station Project

Mr. Hanson requested a Final Payment to Spruce Valley with the contingency that the check would not be issued until the project is completed per the change order and approved by Moore Engineering. The amount of final payment is \$116,220.73.

Member Stene made a motion and Member Roux seconded to approve the Final Payment to Spruce Valley for the work done on the lift stations with the contingency that the work is completed per the City of Ada and Moore Engineering. Agenda as amended. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

3) Lane Hanson – Eagle Scout Project - \$300.00

Lane Hanson requested financial support for his Eagle Scout Project. The project is located at the Rod and Gun Club Shooting Range. Lane will be improving the seating and other repairs at the site. Council discussed the amount and decided to donate the standard maximum from the gambling fund of \$300.00

Member Krieger made a motion and Member Mathsen seconded to approve the donation request from Lane Hanson to assist in financing his Eagle Scout Project. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

VIII. Reports of Department Heads and Committees

- **A.** Mayors Report There was no report at this meeting.
- **B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates

Administrator Larson updated council with the happenings within the departments of the city. Larson started with the Dekko Center. Larson stated that the wall in the racquetball court is completed and the wall outside the court is fixed as well. Manager Eggen has been busy with summer activities and things seem to be going well. One thing in particular, a planned wiffleball tournament, that is new to the Dekko activities. Public works has been busy with summer projects, tree trimming and mowing. The liquor store has been busy this summer and Manager Aasland has continued to advertise different items as they become available. The police department has continued enforcing blight issues in the city.

2) August Council Meeting reschedule due to National Night Out.

Administrator Larson informed council of the conflict of the August meeting date. With National Night Out on August 3rd. Council agrees to move the August Council meeting to August 10th.

3) Offsite Liquor Sales Permit for Main Street Bar and Twisted Sisters

Administrator Larson brought before council an offsite liquor sales permits for a street dance happening July 16, 2021. These permits would allow the Main Street Bar and Twisted Sisters Pub 21 to serve liquor outdoors at the event.

Member Krieger made a motion and Member Mathsen seconded to approve the Offsite Liquor Permits to Main Street Bar and Twisted Sisters for a Street Dance on July 16, 2021. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

4) Street Dance Permit

Administrator Larson brought to council a request from a past graduating class to have a street dance in the city limits. This will be held on Friday July 16th. A discussion took place regarding a fee to a private party that requests closing a street. The time spent closing the street by public works and the breakdown after the event is something that was addressed. A \$250.00 deposit with a refund clause was decided upon and will be put together by Administrator Larson.

Member Krieger made a motion and Member Roux seconded to approve the Street Dance Permit to the class reunion dance. A deposit of \$250.00 will be requested and refunded upon inspection of the closed street. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

IX. Old Business

a. American Legion Riders Visit on July 31, 2021- Food Stand

Administrator Larson informed council of visitors that will be coming to Ada as part of a fundraiser Motorcycle ride. A food stand will follow the riders to Ada and with the assistance of the boy scouts, will serve the riders. This stand will be on City property.

b. Main Street Bar – Fence and outdoor seating.

Administrator Larson brought an updated topic of an outdoor patio and fence at the Ada Event Center that would tie in with the Main Street Bar. The request by the Main Street Bar is that council pay for the concrete slab and the Main Street Bar would pay for the fence. If the fence were to be erected, the request of the Main Street Bar is to get reimbursed the \$6,000.00 for their cost if their lease is not renewed. Council discussed the request and agreed that a reimbursement is not an option. Having a fence to the south side of the event center would be a maintenance issue inside the event center due to debris from the lawn area, without a slab. A revised lease was proposed to address the fence and the issues that would go with the fence.

Member Mathsen made a motion and Member Nelson seconded to approve the revision of the Main Street Bar lease if a fence is erected by the tenant. All in favor: Nelson, Mathsen, Erickson and Krieger. Opposed Stene and Roux Motion passed.

XII. New Business

A. Kaleidoscope Guests, July – Mike/Shawn.

B. Committee Updates

A. Public Works

1) Street repair bids

Administrator Larson brought before council bids to repair potholes and other street paving projects in town. FM Asphalt bid of \$12,500.00 was the lowest of the two bids presented.

Member Krieger made a motion and Member Mathsen seconded to approve the low bid of \$12,500.00 from FM Asphalt to pave several different street projects in the City of Ada. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux Opposed: NONE Motion passed.

B. Public Safety

There has been discussion in the past about the use of a garage stall in the Police/Fire Station. Presently there is a tanker and other fire equipment in the stall. The police department was requesting to be able to use the stall for inspections and to house police vehicles. Member Roux led a discussion regarding the need for the tanker to stay in place and the lack of need for the police department for it's potential use of the space. Fire Chief Petry made comment to the inefficiency of having fire equipment elsewhere in the city, even if the equipment is seldom used. This was also one of the reasons the police department wanted the space, due to the lack of use of the tanker over the past number of years. The discussion continued with regards to compromise and offerings to deal with the problems each party is having finding room to be able to do their jobs efficiently.

C. Beautification

Member Mathsen, representing the beautification committee, updated council on items the committee has been dealing with. Mathsen stated that the work done straightening and repairing headstones at the cemetery has turned out great. The flower bed south of town was planted and Curt Jacobson has been watering and maintaining. The dog park has been seeing activity and reminded the public to make sure they pick up after their pets.

D. EDA

Did not meet in June

XIII. Adjournment

Member Mathsen made a motion and Member Roux seconded to adjourn the meeting @ 7:15PM. All in favor: Nelson, Mathsen, Erickson, Krieger, Stene and Roux. Opposed NONE Motion passed.

ACCOUNT PAYABLE - JULY 2021 REGULAR COUNCIL MEETING Tuesday, August 10, 2021

*Added or Revised Amounts

ADA BUILDING CENTER	EC- WEATHER STRIP	\$ 105.00
ADA BUILDING CENTER	FIRE DEPT- SECURITY LOCK	\$ 535.00
ADA BUILDING CENTER	DEKKO-DOOR PARTS	\$ 28.99
ADA BUILDING CENTER	GREEN MONSTER DUGOUT REPAIR	\$ 2,166.71
ADA FEED & SEED	GRASS SEED	\$ 75.00
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 207.27
ADVANCED BUSINESS METHODS	COPIES	\$ 456.68
ARAMARK	PW- MATS,MOPS, PAPER SERVICES	\$ 174.16
ARAMARK	LQR MATS, MOPS	\$ 55.75
ARAMARK	POLICE MATS	\$ 49.86
ARCTIC GLACIER	LQR- ICE	\$ 455.00
AUTO VALUE	FIRE SEALED BEAM, LT	\$ 44.96
BORDER STATES	ELECTRIC METERS	\$ 824.11
CINTAS	EVENT CENTER MATS	\$ 66.26
COCA COLA	LQR POP	\$ 70.00
DAVID DROWN ASSOCIATES	FINALCIAL CONSULTING- CONTINUING DISCLOSURE- 2 BONDS	\$ 500.00
ECOLAB	POLICE RODENT & ANT PROGRAM	\$ 117.63
GOPHER STATE ONE CALL	LOCATES	\$ 18.90
GREAT PLAINS FIRE	FIRE- APPARATUS PUMP SERVICE, ISO PUMP TEST	\$ 1,432.50
HAVERKAMP UTILITY SERVICES	POWER LINE BURIAL, INSTALL CONDUIT	\$ 4,270.00
HAWKINS	PW CHEMICALS	\$ 2,559.37
HAWKINS	DEKKO CHEMICALS	\$ 637.54
INDEPTH INSPECTION	JULY BLDING PERMIT SERVICES	\$ 888.89
KRJB RADIO	CLERK- ANNUAL, FALL-WINTER SPORTS BOOK	\$ 452.05
KRJB RADIO	DEKKO ADV	\$ 270.00
KRJB RADIO	LIQUOR- ANNUAL, SCAVENGER HUNT, A'S BASEBALL, 6TH GRADE COUPON BOOK	\$ 363.00
KELCO SUPPLY COMPANY	CEMETERY PLOT MARKERS	\$ 572.67
LAUGHING EARTH	PARKS - FLOWERS	\$ 57.97
LAUGHING EARTH	TREES	\$ 3,500.00
LOFFER	CH COPIER	\$ 2,595.00
MCCOLLUM HARDWARE, INC	PW- SUPLS	\$ 233.78
MCCOLLUM HARDWARE, INC	PARKS- WSP PAINT,DOOR SWEEP	\$ 252.06
MCCOLLUM HARDWARE, INC	DEKKO-	\$ 324.72
MCCOLLUM HARDWARE, INC	EVENT CENTER- FILTER, REPAIR PARTS	\$ 49.66

MINNESOTA BACKFLOW	DEKKO BACKFLOW TESTING	\$ 355.00
NORMAN COUNTY ATTORNEY	JULY CRIMINAL FEES	\$ 833.33
NORMAN COUNTY IMPLEMENT	PW- PARTS	\$ 40.83
NORMAN COUNTY INDEX	CLERK- ANNUAL DISCLOSURE, ENVS	\$ 393.90
OFFICE SUPPLIES	DEKKO- BAGS,COMPUTER REPAIR, PT,BATTERIES,HOOKS	\$ 251.01
OFFICE SUPPLIES	CITY HALL- MONITOR(DOUG),ENVS,FOLDERS	\$ 202.05
OFFICE SUPPLIES	LIQUOR- EMP APS, PAPER BAGS, TONER	\$ 190.48
OFFICE SUPPLIES	PW -TONER,TEST SHIPPING	\$ 715.03
OFFICE SUPPLIES	POLICE- CLEANERS, BAGS, PT	\$ 99.18
OFFICE SUPPLIES	EC- CLEANERS	\$ 32.49
PEMBERTON LAW	LEGAL FEES	\$ 660.00
PETRO SERVE	PW FUEL	\$ 271.01
PETRO SERVE	POLICE- FUEL	\$ 199.49
PETRO SERVE	FIRE FUEL	\$ 110.73
RAMAKER	CEMETERY SOFTWARE SUPPORT	\$ 700.00
READI TECH	HOST EXCHANGE, MAILBOX	\$ 165.00
RICHARDS OIL	PW FUEL	\$ 299.22
RITEWAY	UB FORMS, DISCONNECT NOTICES	\$ 978.05
RMB ENVIRO LAB	PW-BACT SAMPLES	\$ 35.00
SANITATION PRODUCTS	PW- GUTTER BROOMS FOR ST SWEEPER	\$ 250.00
SEICHER'S	POLICE UNIFORM, SUPLS	\$ 283.91
SUPERMARKET FOODS	LIQUOR- JUICE, POP	\$ 44.59
TROPHY HOUSE	PARKS- CUSTOM PLASTIC PLATE	\$ 79.04
VISSER TRENCHING	REMOVE MANHOLE TO SEWER MAIN- GROSSMAN	\$ 1,500.00
WATER & LIGHT FUND	UTILITIES	\$ 7,602.52
WEST CENTRAL AG	WEED SPRAY	\$ 281.46
WEX BANK	POLICE FUEL	\$ 231.90
WORKFORCE DEV SOLUTIONS	FIRE- AUTO EXTRICATION- TRAINING EQUIPMENT	\$ 475.00
ZIEGLER	PW PARTS	\$ 1,061.14

TOTALS \$42,751.85

PRE-PAID JULY CHECKS

Paid Chk# 083187	ACTION TRAINING SYSTEMS	7/6/2021	\$4,460.72 FIRE TRAINING MATERIALS
Paid Chk# 083188	ARVIG ENTERPRISES	7/6/2021	\$760.07 CH JULY RENT
Paid Chk# 083189	BEVERAGE WHOLESALERS, INC	7/6/2021	\$407.20 BEER
Paid Chk# 083190	CARLOS CREEK WINERY	7/6/2021	\$154.50 LIQUOR
Paid Chk# 083191	D-S BEVERAGES	7/6/2021	\$3,988.05 BEER
Paid Chk# 083192	RED RIVER VALLEY CO-OP POWER	7/6/2021	\$191.49 ELECTRIC UTILITES
Paid Chk# 083193	SKANSGAARD CONSTRUCTION	7/6/2021	\$4,300.00 MOWING CONTRACTS
Paid Chk# 083194	VISSER TRENCHING, INC.	7/6/2021	\$5,205.00 KINKADE CHURCH DEMO 75%
Paid Chk# 083195	WESTCOTT, LORI	7/6/2021	\$657.00 MOWING
Paid Chk# 083263	ADA CHAMBER OF COMMERCE	7/22/2021	\$300.00 NAITONAL NIGHT OUT DONATION
Paid Chk# 083264	AL'S DISPOSAL, INC.	7/22/2021	\$211.22 EC -JULY DUMPSTER RENT
Paid Chk# 083265	ARVIG	7/22/2021	\$1,914.75 PHONE,INTERNET
Paid Chk# 083266	BELLBOY CORPORATION	7/22/2021	\$1,188.00 LIQUOR
Paid Chk# 083267	BOOM ISLAND BREWING CO, LLC	7/22/2021	\$164.00 BEER
Paid Chk# 083268	BREAKTHRU BEVERAGE	7/22/2021	\$897.48 LIQUOR
Paid Chk# 083269	BUREAU OF CRIM. APPREHENSION	7/22/2021	\$150.00 CJDN ACCESS FEE
Paid Chk# 083270	CARDMEMBER SERVICES	7/22/2021	\$458.07 ADOBE- JULY, DEKKO-VB,EAT PLUGS,SWM CAPS
			POOL TEST KIT, POOL MNT, PET SCOOPER
Paid Chk# 083271	CINTAS	7/22/2021	\$66.26 EC RUG CLEANING
Paid Chk# 083272	CITY OF ADA GENERAL FUND	7/22/2021	\$4.15 CERTIFIED GRASS LETTER
Paid Chk# 083273	DAVID DAHL	7/22/2021	\$165.00 JUNE MOWING
Paid Chk# 083274	DAVID DROWN ASSOCIATES	7/22/2021	\$2,500.00 TIF REPORTING
Paid Chk# 083275	DEPT. OF ENERGY W A P A	7/22/2021	\$27,139.73 JUNE ENERGY
Paid Chk# 083276	D-S BEVERAGES	7/22/2021	\$3,111.00 BEER CREDIT
Paid Chk# 083277	FIRST INDEPENDENT BANK	7/22/2021	\$4,245.00 SERIES 2020B- INTEREST
Paid Chk# 083278	GARDEN VALLEY TECHNOLOGIES	7/22/2021	\$28.99 JULY IT SERVICE
Paid Chk# 083279	GUARDIAN FLEET SAFETY	7/22/2021	\$10.612.33 POLICE EQUIPMENT FOR VEHICLE
Paid Chk# 083280	LANE HANSON	7/22/2021	\$300.00 EAGLE SCOUT PRJT
Paid Chk# 083281	JOHNSON BROS WHLSE LIQUOR CO	7/22/2021	\$410.77 LIQUOR CREDIT
Paid Chk# 083282	KELLY'S CHRYSLER CENTER, INC.	7/22/2021	\$60.42 POLICE- OIL CHNG
Paid Chk# 083283	LEE BROS SALES, INC.	7/22/2021	\$200.00 POLICE- CAR WASHES
Paid Chk# 083284	MCKINNON CO., INC.	7/22/2021	\$3,626.96 BEER
Paid Chk# 083285	MN DEPT OF LABOR/IND.	7/22/2021	\$422.51 2ND,3RD,4TH QTR 2020 BLD SURCHRG
Paid Chk# 083286	MN ENERGY RESOURCES CORP.	7/22/2021	\$1,090.62 JULY UTILITIES
Paid Chk# 083287	MVTL LABORITORIES, INC.	7/22/2021	\$270.00 TESTING
Paid Chk# 083288	NORTHERN STATES POWER CO.	7/22/2021	\$769.00 JUNE DISTRIBUTION FACILITIES
Paid Chk# 083289	PHILLIPS WINE & SPIRITS CO.	7/22/2021	\$1,816.69 LIQUOR
Paid Chk# 083290	RED RIVER VALLEY CO-OP POWER	7/22/2021	\$8,000.00 JULY MNT
Paid Chk# 083291	RMB ENVIRONMENTAL LABS,INC	7/22/2021	\$121.00 TESTING
Paid Chk# 083292	SANITATION PRODUCTS	7/22/2021	\$250.00 ST EQUIPMENT
Paid Chk# 083293	SIP FARM SERVICES	7/22/2021	\$2,295.00 JUNE MOWING DIKE,LAGOON
Paid Chk# 083294	VERIZON WIRELESS	7/22/2021	\$67.87 P. POLICE CELL PHONE
Paid Chk# 083295	VISSER TRENCHING, INC.	7/22/2021	\$17,070.00 ASPHALT PAVING, GARCIA DEMO
Paid Chk# 083296	WINE MERCHANTS	7/22/2021	\$222.16 WINE
Paid Chk# 083297	XCEL/NORTHERN STATES POWER	7/22/2021	\$50,412.41 MAY, JUNE ENERGY,MISO
Paid Chk# 083298	ADA CHAMBER OF COMMERCE	7/22/2021	\$300.00 CONTRIBUTION- FUN IN THE FLATL
Paid Chk# 083299	AL'S DISPOSAL, INC.		\$300.00 CONTRIBUTION- FOR IN THE FLATE \$1,493.44 MAY,JUNE DUMPSTER RENTAL,METAL ROLL OFF
Paid Chk# 083300	ARVIG ENTERPRISES	7/22/2021	\$760.07 CH JUNE RENT
Paid Chk# 083301	MN PUBLIC FACILITIES AUTHORITY	7/22/2021 7/22/2021	\$30,612.67 PRINCIPAL-SANITARY SWR Ada-cw0
Paid Chk# 083303	XCEL/NORTHERN STATES POWER		
1 alu 011N# 000000	AGEL/NORTHLINN STATES FOWER	7/22/2021	\$34,807.76 MAY ENERGY

Paid Chk# 083325	ADA-FELTON COUNTRY STORE	7/28/2021	\$626.33 PW,POLICE FUEL
Paid Chk# 083326	BEVERAGE WHOLESALERS, INC	7/28/2021	\$30.00 BEER
Paid Chk# 083327	BOOM ISLAND BREWING CO, LLC	7/28/2021	\$48.00 BEER
Paid Chk# 083328	CITY OF ADA GENERAL FUND	7/28/2021	\$200.12 APPLY CASAGRAND
Paid Chk# 083329	D-S BEVERAGES	7/28/2021	\$8,557.95 BEER
Paid Chk# 083331	HALLIE HAUSE	7/28/2021	\$100.05 DEPOSIT REFUND
Paid Chk# 083332	JK CONCRETE, LLC	7/28/2021	\$2,000.00 CONCRETE-SUNFLOWER-WTR LEAK
Paid Chk# 083333	JOHNSON BROS WHLSE LIQUOR CO	7/28/2021	\$281.96 LIQUOR
Paid Chk# 083334	MCKINNON CO., INC.	7/28/2021	\$4,405.49 BEER
Paid Chk# 083335	MN PUBLIC FACILITIES AUTHORITY	7/28/2021	\$152,192.57 BOND PRINCIPLE, INTEREST
Paid Chk# 083336	MOORE ENGINEERING, INC.	7/28/2021	\$2,142.50 WEST MAIN RECONSTRUCTION-LRIP2
Paid Chk# 083337	NORMAN CO. HIGHWAY DEPARTMENT	7/28/2021	\$1,794.00 DUST CONTROL-BALL DIAMOND
Paid Chk# 083338	PHILLIPS WINE & SPIRITS CO.	7/28/2021	\$1,625.01 LIQUOR
Paid Chk# 083339	SOUTHERN GLAZERS OF MN	7/28/2021	\$272.14 LIQUOR
Paid Chk# 083340	CITY OF ADA GENERAL FUND	7/29/2021	\$100.02 APPLY DEP BAL-CASAGRAND
Paid Chk# 083341	OFFICE SUPPLIES PLUS	7/29/2021	\$470.00 LED REBATE-CIP REPORTABLE
Paid Chk# 083342	U. S. POSTMASTER	7/29/2021	\$244.66 UTILITY BILLING PSTG
			\$403,750.16

Jun-21 Interim Combined Statement of Cash and Investments

Balance 6/30/2021 292,881.21	0.00 0.00 0.00 229,876.60 30,661.52	19,990.11	9,923.13 76,764.32	74,635.83	(25,637.01) 324.29 (165,489.92) 0.00	(195,848.86) 71,241.12 30,372.43 0.00	103,196.40 12,327.35 0.00 0.00	1,648.81 38,459.41 0.00	0.00 79,909.01 1,224,683.14 756,439.57	3,010,197.34	1,070.51	193,082.30 642,530.47 653,671.46 297,610.98 131,843.89
June Invest Credits										0.00		
June Invest Debits 21.79										21.79		
June Cash Credits 193,911.92			674.77 45,893.05	1,404.50		1,441.18		4,576.65 7,265.00	42,520.09 60,958.36	438,356.65		
June Cash Debits 276,770.27	43,395.03	2,998.98	7,265.44	29,448.67	1	3,155.00		11,277.90	76,843.30 154,472.89 67.375.96	678,196.08		
Investment Balance 5/31/2021 393,898.35		12,145.45	40,566,63 722,532.13	40,000,00 501,218.71 4,690,92			3,539.73		82,914.83 10,179,15 635,737,31	2,452,493.93		
Cash Balance 5/31/2021 (183,897,28)	0.00 0.00 186,481,57 30,661,52	7,844.66 4,760.28 (4.389.30)	(37,234.17) (599,874.76)	34,635.83 (289,470.51) (38,388,14)	324,29 324,29 (165,489,92) 0.00	(197,562.68) 71,241.12 30,372.43 0.00	103,196,40 8,787.62 0.00 0.00	(5,052.44) 45,724.41 0.00	0.00 (37,329.03) 1,120,989,46 120,702.26	317,842.19		G607-10400 G225-10400 G101-10400 G400-10400
Fund General Fund	Special Revenue Funds: TIF District 2-1 Redevelopment TIF District 2-2 Housing TIF District 2-3 Housing	Demolition\Blight Fund (207) 2015 Revolving Loan Account (208) Ada Economic Development Revolving Loan	Library Community Center Maintenance Fund	Recreation Development Fund Long Term Designated Capita! Public Works	Capital Project - Emergency Services Building Capital Project - Lift Station / Force Main Project Capital Project - New Well	Ada Event Center Community Development Fund Downtown Development District Debt Service Funds:	2008 Lease Purchase Fire Hall 2003 G. O. Improvement Bonds (Street Project) 1999 G. O. Water / Sewer Rev Bonds 2000 G. O. Improvement Bonds	2020 G. O. Water Tower Improvement 2020 G. O. Lift Station Improvements	Enterprise Funds: Water and Sewer Fund Electric Utility Long Term Designated Capital II	Total - All Funds	Frandsen Bank - Savings Frandsen Bank - Money Market - General Frandsen Bank - Money Market - LT Desig Frandsen Bank - Fire Insurance Proceeds Frandsen Bank - CD's	American Federal Bank CD (LT Desig Cap II) BancWest Investment Services (LT Desig Cap II) BancWest Investment Services (Maintenance Funds) BancWest Investment Services (General) BancWest Investment Services (LT Des Cap)

3,010,197.34

Contractor's Application for Payment		
Owner: City of Ada	Owner's Project No.:	
Engineer: Moore Engineering, Inc.	Engineer's Project No.:	20746
Contractor: L.C. United Painting Co., Inc.	Contractor's Project No.:	
Project: Water Tower Rehabilitation		
Contract: Water System Improvements		
Application No.: 2-FINAL Applica	ation Date: 5/28/2021	
Application Period: From 10/27/2020	to 5/28/2021	•
1. Original Contract Price	\$	584,000.00
2. Net change by Change Orders	\$	6,309.00
3. Current Contract Price (Line 1 + Line 2)	\$	590,309.00
4. Total Work completed and materials stored	to date	330,303.00
(Sum of Column G Lump Sum Total)	\$	590,309.00
5. Retainage	<u> </u>	330,303.00
a. 0% X \$ 590,309.00 Work C	ompleted \$	_
	· · · · · · · · · · · · · · · · · · ·	
c. Total Retainage (Line 5.a + Line 5.b)	<u> </u>	
6. Amount eligible to date (Line 4 - Line 5.c)	Materials \$ \$ \$ plication) \$ \$ \$ - Line 4) \$	590,309.00
7. Less previous payments (Line 6 from prior ap	nlication) \$	554,800.00
8. Amount due this application	5	35,509.00
9. Balance to finish, including retainage (Line 3	· line 4)	35,505.00
Payment Recommended By Engineer \$ 35,509.		amount)
Payment Approved by Owner \$	Line 8 or other - attach explanation of the other	
Contractor's Certification		· · · · · · · · · · · · · · · · · · ·
The undersigned Contractor certifies, to the best of its knowledge, (1) All previous progress payments received from Owner on account to discharge Contractor's legitimate obligations incurred in connect (2) Title to all Work, materials and equipment incorporated in said Payment, will pass to Owner at time of payment free and clear of a covered by a bond acceptable to Owner indemnifying Owner again: (3) All the Work covered by this Application for Payment is in according to the covered by the cove	It of Work done under the Contract have be tion with the Work covered by prior Applic Work, or otherwise listed in or covered by Il liens, security interests, and encumbrand st any such liens, security interest, or encu dance with the Contract Documents and is	ations for Payment; this Application for ces (except such as are mbrances): and
Contractor: L.C. United Painting	Co. Inc	
Signature	Date:	6-21-2021
Recommended by Engineer	Approved by Owner	
Ву:	Ву:	
Title: Project Manager	Title: City Administrator	
Date: 8/2/21	Date:	
Approved by Funding Agency		
Ву:	Ву:	
Title:	Title:	
Date:	Date:	

)wner:	City of Ada				tractor's Applicat	ion for Payme					
ngineer:	Moore Enginee	ring, Inc.	_		Owner's Project No.: _						
ontractor:	L.C. United Pair	nting Co., Inc.						-		gineer's Project No.:	20746
roject:	Water Tower R	ehabilitation						_	Con	tractor's Project No.: _	
ontract:	Water System I	mprovements						-			
pplication No.:	2-FINAL	Application Peri	iod:	From	10/27/20		to	05/28/21		A	
A		В				-		03/20/21		Application Date:_	05/28/21
				С	D	<u> </u>	E	F	G	Н	
			1		Work Co	mple	eted		Work Completed	4 9	
					(D + E) From	1 .		Materials Currently	and Materials		100
		. '	2.5		Previous	1	:	Stored (not in D or	Stored to Date	% of Scheduled	Balance to Finis
Item No.		Baradasia	Sch	eduled Value	Application		This Period	E)	(D + E + F)	Value (G / C)	(C - G)
	<u> </u>	Description		(\$)	(\$)	<u> </u>	(\$)	(\$)	(\$)	(%)	(\$)
1	"	Lump Sum Bid Price			nal Contract	1					
	- <u>l</u>			584,000.00			584,000.00		584,000.00	100%	····
	· · · · · · · · · · · · · · · · · · ·	Original Contract To	tals \$	584,000.00	\$ -	\$	584,000.00	\$	\$ 584,000.00	100%	
											
1		Pressure Relief Valve Rental	- -		nge Orders		<u> </u>		51		- 1
2		Grading Improvements	-	1,500.00			1,500.00		1,500.00	100%	
		a same improvements		4,809.00		<u> </u>	4,809.00		4,809.00	100%	-
		Change Order Tot	tals \$	6,309.00	. –	_	6 222 22				
				0,303.00	· -	٦.	6,309.00	-	\$ 6,309.00	100% \$	-
	<u> </u>		55.	Original Contra	ct and Change Order	S			7.2		

RESOLUTION NO. 2021-08-01

RESOLUTION ESTABLISHING BAN ON NON-ESSENTIAL WATER USE

WHEREAS, the City received notice on July 20, 2021 from the Minnesota DNR that the City is currently in a Drought Warning Phase; and

WHEREAS, when in a Drought Warning Phase, the City is required to implement appropriate water use restrictions and begin working towards the goal of reducing water use to Fifty percent (50%) above January levels; and

WHEREAS, according to the Minnesota Department of Natural Resources (DNR), fifty-two percent (52%) of the State of Minnesota is experiencing severe drought and four percent (4%) of the State is experiencing extreme drought; and

WHEREAS, the Minnesota DNR has indicated under current conditions, it will take approximately 3 to 5 inches of precipitation spread over a period of approximately two (2) weeks to significantly alleviate this drought; and

WHEREAS, during the week of July 13, 2021, there were multiple fires, with several of the wild fires requiring multiple agencies and a large amount of water to extinguish in order to protect homes and citizens; and

WHEREAS, it is in the best interests of the City to ensure conservation of the City's water supply for essential use.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Ada, Minnesota, as follows:

- 1. All non-essential outdoor municipal water use in the City of Ada is hereby banned; specifically, non-essential outdoor water use means:
 - a. Irrigation and lawn watering;
 - b. Car washing;
 - c. Pool filling and any recreation use;
 - d. Golf courses, parks, athletic fields, and recreation areas;
 - e. Power washing;
 - 2. Exemptions from this Water Ban are as follows:
 - a. Projects, buildings, and developments that are required to have vegetation established by the City's Erosion Control Ordinance and/or other permitting requirements; and
 - b. Hand watering of flower pots/baskets and vegetable gardens are permitted.
- 3. The Council is strongly recommending residents and businesses who are currently utilizing private wells or surface water for irrigation to comply with this water ban in order to conserve water for essential use.

4. This Water Ban shall remain in effect until the Minnesota DNR determines the City is no



Dear City Of Ada,

You are invited to our 2nd Annual BLC Ada ATV FUN RUN!

Last year was a huge success and we are hoping for even more fun this year! Please join us as a participant and/or sponsor of this *fun-tastic* event.

All proceeds will be going towards the completion of our "pave the way" project — to add a walking path around our campus. Your support will ensure those that call Benedictine Living Community - Ada home have a reason to get out and walk or just enjoy time outside in the sun.

The ATV Fun Run will consist of multiple "pit-stops" sponsored by your local businesses and community members in and around Ada, with *fun-filled* activities at each stop. Following the completion of the run — there will be a picnic dinner, raffle prize drawing, and chance for one lucky participant to win *\$250 cash*!

I hope to see **YOU** there!

Sincerely,

Cassie Visser,
Foundation Director

Carrie Visser













Sponsorship Pledge Form

Sunday, August 15, 2 p.m. | Norman County Fairgrounds



Donor Wall Sponsor: \$100

- Name on Benedictine Foundation-Ada donor recognition wall
- Featured posting on Benedictine Living Community-Ada Facebook page and website
- Recognition at opening ceremony
- Name on Fun Run t-shirt

Pit Stop Sponsor: \$250

- Name on Benedictine Foundation-Ada donor recognition wall
- Featured posting on Benedictine Living Community-Ada Facebook page and website
- · Recognition at opening ceremony
- · Name on Fun Run t-shirt
- Pit stop sponsorship sign

Event Sponsor: \$500

- Name on Benedictine Foundation-Ada donor recognition wall
- Featured posting on Benedictine Living Community-Ada Facebook page and website
- Recognition at opening ceremony
- Name on Fun Run t-shirt
- Pit stop sponsorship sign
- Two complimentary event entries

VIP Sponsor: \$1,000

- Name on Benedictine Foundation-Ada donor recognition wall
- Featured posting on Benedictine Living Community Ada Facebook page and website
- Recognition at opening ceremony
- Name on Fun Run t-shirt
- Pit stop sponsorship sign
- Six complimentary event entries

ADA-BORUP-WEST PUBLIC SCHOOLS

Independent School District No. 2910 604 West Thorpe Avenue Ada, Minnesota 56510

High School: 218-784-5300 / Elementary: 218-784-5303



Aaron Cook, Superintendent Josh Carlson, High School Principal Bree Triplett, Elementary Principal/DAC

High School/Elementary Fax: 218-784-3475

"The mission of the Ada-Borup-West School District is to educate and prepare all students for a successful tomorrow through academics, activities, arts and attitude."

June 25, 2021

To: Local Businesses

Re: Corporate Sponsorship Program

We are excited about the chance to create, strengthen and reinforce our relationships throughout the community. Ada-Borup-West Activities would like to see your organization/company be represented as a donor or sponsor as we look to grow our school community.

Ada-Borup-West Activities offers various sports and activities. We are extremely proud of the accomplishments of our students as a whole. As times change, our school looks for opportunities to grow and become the best in the area.

Our district hosts and live-streams a variety of events thoughout the year, and this is a great opportunity to spread and increase your company/organization's notoriety. With your investment and signage in the proper places, we feel that both parties could benefit from such a contribution. The option this year will be for a 4' by 4 sign that hangs in the gymnasium. The \$500 investment will be for the year! Also, new this year will be an opportunity to sponsor brand new scorboards in our gymnasium. We have 8 sponsor panels open. This will be on a first come first serve basis. Your business/logo will be on the new scoreboards for the duration of them.

For more information on the program, please feel free to contact me. I appreciate your business partnering with the school. If there is anything I can do for you or you would like to see done, please don't hesitate to ask. I hope you will consider becoming a sponsor, and I thank you for supporting our students. As we say in Cougar country, "Roll Cougs."

If you would like to participate, please email your business information/logo to (kenleyw@ada.k12.mn.us).
Payment can be brought to the high school office or mailed to the school. A tentative deadline is July 31, 2021
The package entails:
New member for 2021-2022 (Please mark if you are new)
Corporate Sponsor: \$400 (Sponsorship is on a year to year basis.)
-Ad on the fall/winter sports schedule posters, Ad in the game programs, Ad on our school website page
Corporate Sponsor: \$500 (Sponsorship is on a year to year basis.)
-4x4 Business Sign displayed in the gymnasium
-Ad on the fall/winter sports schedule posters, Ad in the game programs, Ad on our school website pag
Circle One for Scoreboard Panels (\$3,000 1 Spot) or (\$5,500 for 2 Spots)
Sincerely,
Kenley Wahlin
Activities Director
Ada-Borup-West School

MINUTES OF THE PUBLIC WORKS BOARD MEETIING

July 26, 2021

Members present: Casey Krieger, Shawn Roux, Pete Fetting, Bruce Visser

Also present: Brian Rasmusson

Members Absent: Bob Ramstad

Call meeting to order. Krieger called the meeting to order at 5:33 pm

Approve minutes: No meeting was held in June

Items added to agenda: No items added to agenda

Approve agenda: Motion- Roux and 2nd by Fetting to call the meeting to order. All in favor, motion passed

Old business:

Water: None

Sewer: None

Electric: None

Street: None

Other: None

New business:

Water: Watering restrictions: Brian told the board the Minnesota DNR started a state wide watering restriction for any community with a population of 1000 people. He also told the board that we stopped all seed and chemical providers from giving water to anyone, and lawn water has been set to east side even days and west side odd days. **Correction it should a complete lawn watering band.**

Sewer: None

Electric: Transformer(s) purchase: We have an annual budget of \$11,000 to purchase transformers, Brian put a list together of transformers that we should have on hand in case one in the system goes bad and some to use on the underground projects that we have been installing the last two year. A quote is attached for the amount. **Motion Visser 2nd Roux, all in favor motion passed**

Electric underground Primary wire purchase- Brian told the board that is wire is needed to power pad mount transformers and is needed to continue installing underground power lines. **Motion Roux to**

purchase the wire from Boarder States Electric for \$10,922.89, 2nd by Fetting. All if favor motion passed.

Note: Brian told the board that the quote was only good until August 2nd so he will get an update quote for the council meeting.

Street: Alley between Office Supply and Pub21 discussion. Brian wanted to give the board a heads up that the alley is getting in rough shape and we might start getting some complaints, Public Works will put gravel in the alley to smoothen it out. Brian also told the board that if the businesses want something done in that alley that they would need to bring a petition to Ashley to bring to Council and they need 60% of the businesses to want the project done. **No action taken, Information only.**

Next PWB meeting: August 30, 2021, @ Ada Public Works Department 5:30 PM

Adjourn meeting: Motion to adjourn meeting at 6:09 pm by Roux 2nd by Fetting. All in favor, motion passed.



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3Contact: Brian RasmussonPhone: 218-784-5537Date: 07/28/2021Company: Ada Municipal ElectricFax: 218-784-4536

Email: brasmusson@adamn.gov

Quote Summary

#	Item	Туре	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	1	PAD MOUNT	3	225	4160Y/2400 X 12470Y/7200	208Y/120	\$5,389.00 USD	\$5,389.00 USD
3	0	RC	1	PAD MOUNT	1	15	4160Y/2400 X 12470Y/7200	240/120	\$796.00 USD	\$796.00 USD
4	0	RC	2	PAD MOUNT	1	25	4160Y/2400 X 12470Y/7200	240/120	\$850.00 USD	\$1,700.00 USD
5	0	RC	1	PAD MOUNT	1	50	4160Y/2400 X 12470Y/7200	240/120	\$984.00 USD	\$984.00 USD
6	0	RC	1	PAD MOUNT	1	100	4160Y/2400 X 12470Y/7200	240/120	\$1,388.00 USD	\$1,388.00 USD
									Grand Total	\$10,257.00 USD

Additional Notes

- 1. All quotes are subject to the "Standard Terms and Conditions of Sale".
- 2. This quote is valid for 30 days.
- 3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
- 4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
- 5. Electrical Test reports available upon request.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at **kylie.westover@trelectric.com**.

Sincerely, Kylie Westover Sales Representative



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3 Contact: Brian Rasmusson Phone: 218-784-5537 Date: 07/28/2021 Company: Ada Municipal Electric Fax: 218-784-4536

Email: brasmusson@adamn.gov

Item #1 - Three Phase 225 KVA Pad Mount

Product Type: Reconditioned Transformer Type: Pad Mount

Specifications:

KVA: 225 Phase: 3

High Voltage: 4160Y/2400 X 12470Y/7200 Low Voltage: 208Y/120

Taps: W/O TAPS

Accessories: Notes:

Primary Bushings, Dead Front, Radial Feed
 Freight allowed in the U.S. with standard delivery

• 8.3/14.4 KV Wells with Inserts

Bayonet Fusing

- · Secondary Bushings, Standard Spade Connectors
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Valve with Sampler
- Bell Green Paint
- Undercoating

Price: \$5,389.00 USD Each

Manufacturing 10 - 12 weeks (ARO)

Additional charge for expedited shipping

Time:

Delivery: Fob: Destination After Release to Production

Electrical Tests:

Quantity:

Warranty:

1. Transformer Turns Ratio Test

- 2. Polarity and Phase Relation Test
- 3. DC HYPOT TEST

Performed at Two Times Rated Line Voltage Plus 1000 Volts

36 Month Guarantee

- a. HV to LV
- b. HV to Ground
- c. LV to Ground

4. Core Loss and Excitation Test

- $5. \ \ Load \ and \ No \ Load \ Testing$
- 6. Induced Potential Test at 400 Hertz for 7200 Cycles



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3 Contact: Brian Rasmusson Phone: 218-784-5537 Date: 07/28/2021 Company: Ada Municipal Electric Fax: 218-784-4536

Email: brasmusson@adamn.gov

After Release to Production

Item #3 - Single Phase 15 KVA Pad Mount

Product Type: Reconditioned Transformer Type: Pad Mount

Specifications:

KVA: 15 Phase: 1

High Voltage: 4160Y/2400 X 12470Y/7200 Low Voltage: 240/120

Taps: W/O TAPS

Accessories: Notes:

Primary Bushings, Dead Front, Loop Feed

• 8.3/14.4 KV Wells with Inserts

Bayonet Fusing

- Secondary Bushings, Standard Spade Connectors
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Quantity:1Price:\$796.00 USD EachWarranty:36 Month GuaranteeManufacturing14 - 16 weeks (ARO)

Time:

Electrical Tests:

Delivery:

1. Transformer Turns Ratio Test

2. Polarity and Phase Relation Test

3. DC HYPOT TEST

Performed at Two Times Rated Line Voltage Plus 1000 Volts

Fob: Destination

a. HV to LV

b. HV to Ground

c. LV to Ground

4. Core Loss and Excitation Test

5. Load and No Load Testing

6. Induced Potential Test at 400 Hertz for 7200 Cycles

Freight allowed in the U.S. with standard delivery

Additional charge for expedited shipping



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3 Contact: Brian Rasmusson Phone: 218-784-5537 Date: 07/28/2021 Company: Ada Municipal Electric Fax: 218-784-4536

Email: brasmusson@adamn.gov

Item #4 - Single Phase 25 KVA Pad Mount

Product Type: Reconditioned Transformer Type: Pad Mount

Specifications:

KVA: 25 Phase: 1

High Voltage: 4160Y/2400 X 12470Y/7200 Low Voltage: 240/120

Taps: W/O TAPS

Accessories: Notes:

Primary Bushings, Dead Front, Loop Feed
 Freight allowed in the U.S. with standard delivery

• 8.3/14.4 KV Wells with Inserts

Bayonet Fusing

- · Secondary Bushings, Standard Spade Connectors
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Quantity: 2 Price: \$850.00 USD Each

Warranty: 36 Month Guarantee Manufacturing 14 - 16 weeks (ARO)
Time:

Delivery: Fob: Destination After Release to Production

Electrical Tests:

1. Transformer Turns Ratio Test

2. Polarity and Phase Relation Test

3. DC HYPOT TEST

Performed at Two Times Rated Line Voltage Plus 1000 Volts

a. HV to LV

b. HV to Ground

c. LV to Ground

4. Core Loss and Excitation Test

5. Load and No Load Testing

6. Induced Potential Test at 400 Hertz for 7200 Cycles

Additional charge for expedited shipping



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3 Contact: Brian Rasmusson Phone: 218-784-5537 Date: 07/28/2021 Company: Ada Municipal Electric Fax: 218-784-4536

Email: brasmusson@adamn.gov

Item #5 - Single Phase 50 KVA Pad Mount

Product Type: Reconditioned Transformer Type: Pad Mount

Specifications:

KVA: 50 Phase: 1

High Voltage: 4160Y/2400 X 12470Y/7200 Low Voltage: 240/120

Taps: W/O TAPS

Accessories: Notes:

Primary Bushings, Dead Front, Loop Feed
 Freight allowed in the U.S. with standard delivery

• 8.3/14.4 KV Wells with Inserts

Bayonet Fusing

· Secondary Bushings, Standard Spade Connectors

Pressure Relief Device

- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Quantity:1Price:\$984.00 USD EachWarranty:36 Month GuaranteeManufacturing14 - 16 weeks (ARO)

Time:

Delivery: Fob: Destination After Release to Production

Electrical Tests:

1. Transformer Turns Ratio Test

2. Polarity and Phase Relation Test

3. DC HYPOT TEST

Performed at Two Times Rated Line Voltage Plus 1000 Volts

a. HV to LV

b. HV to Ground

c. LV to Ground

4. Core Loss and Excitation Test

5. Load and No Load Testing

6. Induced Potential Test at 400 Hertz for 7200 Cycles

Additional charge for expedited shipping



When Every Minute Counts

Call Toll Free 800-843-7994 (Outside U.S.) 605-534-3555 FAX 605-534-3861 Website http://t-r.com

Quote Rev. 84517-3 Contact: Brian Rasmusson Phone: 218-784-5537 Date: 07/28/2021 Company: Ada Municipal Electric Fax: 218-784-4536

Email: brasmusson@adamn.gov

Item #6 - Single Phase 100 KVA Pad Mount

Product Type: Reconditioned Transformer Type: Pad Mount

Specifications:

KVA: 100 Phase: 1

High Voltage: 4160Y/2400 X 12470Y/7200 Low Voltage: 240/120

Taps: W/O TAPS

Accessories: Notes:

Primary Bushings, Dead Front, Loop Feed

• 8.3/14.4 KV Wells with Inserts

Bayonet Fusing

· Secondary Bushings, Standard Spade Connectors

Pressure Relief Device

- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Price: \$1,388.00 USD Each

Freight allowed in the U.S. with standard delivery

Additional charge for expedited shipping

36 Month Guarantee Manufacturing 14 - 16 weeks (ARO)

Time:

Delivery: Fob: Destination After Release to Production

Electrical Tests:

Quantity:

Warranty:

1. Transformer Turns Ratio Test

2. Polarity and Phase Relation Test

3. DC HYPOT TEST

Performed at Two Times Rated Line Voltage Plus 1000 Volts

a. HV to LV

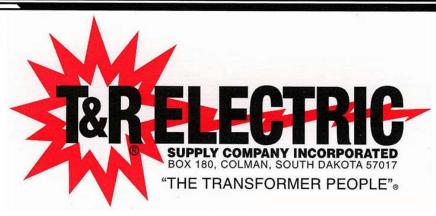
b. HV to Ground

c. LV to Ground

4. Core Loss and Excitation Test

5. Load and No Load Testing

6. Induced Potential Test at 400 Hertz for 7200 Cycles



36 MONTHS 100% Guarantee

GUARANTEE

ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.

We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555 (800) 843-7994

FAX: (605) 534-3861 E-MAIL: t-r@t-r.com

T&R Electric Supply Co., Inc.

STANDARD TERMS AND CONDITIONS OF SALE Effective Date: January 23, 2020

- 1. Applicable Terms. These Terms and Conditions of Sale (the "Terms") apply to and govern the sale of all material, equipment, components, products, goods and/or documents (the "Products") sold by T&R Electric Supply Co., Inc. ("T&R") to Customer, unless otherwise expressly agreed in a written agreement signed by T&R. T&R offers to sell the Products solely pursuant to these Terms, and any acceptance is expressly limited to these Terms. Any terms proposed by Customer in any offer, acceptance, confirmation or other document are rejected by T&R and do not bind the parties. If Customer objects to any provisions of these Terms, such objection must be in writing and received by T&R prior to commencement of performance by T&R. If Customer fails to timely provide a written objection, Customer will be deemed to have conclusively accepted these Terms. All dollar amounts referenced herein, or payments owed under the terms hereof, refer to and shall be paid in US dollars
- Quotations. Each quotation is valid for 30 days from its issue date unless otherwise stated in the quotation or unless revoked by T&R prior to the issuance of Customer's purchase order.
- 3. Prices. Prices are subject to change by T&R without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R, subject to any mutually agreed upon escalation formula and/or adjustment for any subsequent change to the Product requested by Customer and agreed to by T&R. Except as otherwise provided in Section 6 (Delivery/Shipment) or as otherwise agreed in writing by T&R, prices will include freight Prepaid and Allowed to the accessible common carrier point nearest the first destination designated by Customer in the 48 contiguous United States on the next available T&R truck delivering to Customer's area, unless immediate shipping is required by Customer, in which case such charges are not included in the original quote and shall be additionally paid by Customer. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax or email, the effective date may be given as part of the letter, fax or email. Pallets are not included in the price of quote and must be requested separately by Customer. Pallets and export packaging provided by T&R will not be fumigated and any special requests shall be made in advance, and may not be available through T&R. Customer shall give at least two weeks' notice to T&R in the event witness tests are required by Customer, and charges for such tests will be set by T&R but will be no less than \$1,000 per day.
- 4. Taxes. The price quoted by T&R for the Products does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter apply. Customer shall be solely responsible for paying all such applicable taxes. Payment by T&R of any such taxes will be for the account of Customer, and shall be immediately reimbursed by Customer to T&R. Where Customer's or the end-user's destination is located outside of the United States, Customer shall pay all customs, duties and local customs broker fees and costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type.
- 5. Payment. Payment terms are 30 calendar days from the date of invoice, unless otherwise agreed in writing by T&R. If the financial condition of Customer at any time prior to shipment is reasonably questioned by T&R, T&R may require payment in advance by Customer or cancel any outstanding order, without any liability or obligation to Customer and whereupon, in the event of cancellation, T&R will be entitled to receive reasonable cancellation charges. If any payment is not made when due, Customer shall pay a late charge equal to the greater of 1½% per month cumulative or the highest applicable rate allowed by law on all principal outstanding and prior assessed late charges. In addition, Buyer shall pay T&R all costs and expenses incurred by T&R in enforcing these Terms, including reasonable attorneys' fees.
- 6. Delivery/Shipment. Unless otherwise agreed in writing by T&R, all orders of Products with net invoice values of \$1,000 or more are shipped F.O.B. Colman, South Dakota Prepaid and Allowed, and all orders with net invoice values of less than \$1,000 are shipped F.O.B Colman, South Dakota Prepaid and Added. All shipments are F.O.B. accessible common carrier point nearest first destination designated by Customer in the 48 contiguous United States on the next available contracted carrier truck delivering to Customer's area, unless immediate shipping is required by Customer (which charges are not included in the original quote, freight prepaid, and shall be paid by Customer).

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges. Any charges for special services, including special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance shall be paid or reimbursed by Customer.

Shipping Dates: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval by Customer is required, drawings must be returned to T&R by Customer and released to production within 14 days, in writing, by email, facsimile or first class mail. Upon release to production, a shipment date will be determined by work load level at the time of release and may not be the same as initially quoted. An acknowledgement shipment date will be provided upon Customer request.

Customer Pick-Up: No allowance will be made in lieu of transportation if Customer accepts shipment at the factory or warehouse or freight station.

Will Call Orders: Customer expressly consents that will-call orders (e.g. orders for which Customer elects to arrange for transportation) will be invoiced on the later of the contractually acknowledged shipment date or the date of Product completion. T&R will not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer or its service providers whatsoever. Any applicable storage charges of completed Products will be in accordance with Section 17 (Delayed Shipment).

Shipment Damage: Except in the event of F.O.B. Destination shipment, T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, Customer shall unpack immediately and, if damage is discovered, shall: (i) not move the Product from the point of examination; (ii) retain shipping container and packing material (if applicable); (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection; (iv) notify T&R within 72 hours of delivery; and (v) send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Products will be deemed accepted by Customer upon receipt. Should a Product not comply with required technical specifications, Customer shall notify T&R in writing of any alleged noncompliance within two calendar days of receipt and off-loading. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance will be in accordance with T&R's obligations under Section 8 (Warranty).

- 7. Force Majeure. T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to Customer or Customer's service providers; fire; floods, hurricanes, tornadoes or other unusually severe or harsh weather conditions; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity; changes in law; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title or environmental issues; embargoes; fuel or energy shortage; blockage; transportation delays or accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; or delays of subcontractors. In the event of delay in performance due to any such cause, the date of shipment or time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.
- 8. Warranty. T&R warrants to Customer that, for the length of time stated in the quote given by T&R to Customer (or if no length of time is stated, for a period of one year from the date of invoice), the Products will be free from defects in material and workmanship under normal use, service and conditions. T&R shall have no liability for the failure of any Product to conform with this warranty if such failure is caused by abnormal stresses (such as stresses caused by incorrect primary voltage, frequency or improper overload), accident, misuse, neglect, alteration, improper installation or repair, inadequate maintenance, normal wear and tear, or use contrary to any product specifications or instructions of T&R. Customer may elect, at Customer's sole expense, to install, use and maintain a metering device that will record values for current (amps), voltage (V), frequency (Hz), loading of the transformer (kW), and such other information as may be required by T&R (collectively, the "Metered Information"). In the event of a defect or other failure of the Product, Customer is required to provide Metered Information regarding the Product to T&R, and such Metered Information will be used by T&R to determine whether the alleged defect or failure is covered by this warranty. If Customer elects not to install, use, and maintain a metering device, or otherwise fails to provide Metered Information to T&R, T&R shall analyze the Product and make the determination, in its sole discretion, whether the alleged defect or failure is covered by this warranty. In the event a Product fails to conform to this warranty during the warranty period, T&R, at its sole option, will repair the Product, replace the Product, or refund the purchase price of the Product to Customer. Excluded from this warranty are all newly manufactured transformers, regulators, switches and other equipment and all transformers, regulators, switches and other equipment rebuilt by other rebuilders, in which case such other manufacturers' or rebuilders' warranties will apply and be Customer's exclusive warranty to be enforced directly by Customer against such third party. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY CONSTITUTES T&R'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS. T&R MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. T&R does not extend this warranty, and Customer may not transfer it, to any third party; in the event this warranty is deemed to extend to any third party, this warranty shall be subject to all conditions and limitations of these Terms.
- 9. Limitation of Liability. The total, aggregate, and cumulative liability of T&R, and its affiliates, parent, subsidiaries, shareholders, directors, officers, employees, agents, assigns and their respective predecessors and successors, to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, shall in no event exceed the amount paid by Customer for the Product giving rise to such liability. The existence of multiple claims with respect to the same Product will not enlarge this limit.

Under no circumstances will T&R be liable to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, for any punitive, special, incidental, indirect or consequential damages or losses of any nature, even if Customer advised T&R in advance of the possibility of such damages, including without limitation loss of profit, loss of production, loss of contract, loss of revenue, cost of replacement power or temporary equipment, claims of Customer's customers, cost of money, loss of investment or business opportunity, increased operating costs, financing costs or government fines, penalties or sums due.

No action, regardless of form, arising with respect to any Product may be brought by Customer more than one year after the event giving rise to the cause of action occurred. T&R shall be entitled to the payment of its attorneys' fees and costs in the event T&R is forced to defend a legal action by Customer on a claim precluded by this section. The remedies of Customer set forth in these Terms are exclusive and include anything done in connection with the Products, such as the performance or breach of these Terms or the manufacture, sale, repair, replacement, delivery, resale or use of the Products

Customer acknowledges that T&R set its prices, and agreed to sell the Products to Customer, in reliance on the limitations of liability, disclaimer of warranties, and remedies set forth in these Terms,

and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer.

- 10. Delay Damages. In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestoner deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or enduser which contributed to the delay at issue.
- 11. Intellectual Property. The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.
- 12. Transfer. In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.
- 13. Title; Risk of Loss. Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

14. Contract Variations. The following terms apply to purchase order variations.

Drawing Approval and Changes: If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

Hold: An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

Change Order: A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus \$500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

Customer Supplied Material: In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:

- (i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.
- (ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.
- accommodate form, in, function and increase white assonier-supplied material.

 (iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.
- T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

Service Conditions: Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:

(i) The transformer is designed for step down duty.

- (ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
- (iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.
- (iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater that 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
- (v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.

Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

15. Termination by Customer. An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:

If engineering is complete, 25% of the Product price

If purchasing is complete, 50% of the Product price If materials have been received by T&R, 75% of the Product price

Within six weeks of acknowledged date of shipment, 100% of the Product price

- **16. Suspension by Customer.** Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).
- 17. Delayed Shipment; Storage. When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of \$250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

- 18. Termination by T&R. T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.
- 19. Returning of Product. No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.
- 20. Product Notices. Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.
- 21. United States Export Controls. Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.
- 22. Testing and Acceptance of Goods. Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.
- 23. Severability. If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.
- **24.** No Assignment. Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.
- 25. Disputes; Choice of Law; Venue. If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to

these Terms shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Products sold by T&R to Customer or any agreement or dispute between the parties. The sole and exclusive jurisdiction and venue for any legal action arising from or related to a dispute between T&R and Customer with respect to the Products, a purchase order, these Terms or any related matter shall be in the federal or state courts located in the State of South Dakota, and the parties consent to such jurisdiction and venue.



Border States Electric Supply

Border States Electric - FGO 605 25th St S Fargo ND 58103 Phone: 701-293-5833

> City of Ada-Public Works PO Box 32 ADA MN 56510-0032

Quote

Page: 1 of

1

BSE Quote: 26195194 **Sold-To Acct #**: 136

Valid From: 07/26/2021 To: 08/25/2021

PO No: 1/0 epr

Created By: Dustin Stangler

Tel No: 701-297-4735

Fax No:

Inco Terms: FOB ORIGIN

Payment Terms: Net 25th prox

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	3301227 SCUW - 1/0-SOL-AL-220-EP 8 WEEKS	2,750 FT R-16#14-2750R SW	3,971.96 / 1,000	FT	10,922.89

Total Value 10,922.89

To access BSE's Terms and Conditions of Sale, please go to

https://www.borderstateselectric.com

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Public Safety Meeting June 16th, 2021

Members Present: Jody B., Steve P., Shaun R., Kim L., Barb K.

Absent: Dean K. & Dave D.

- 1.) Call Mtg to Orer-6:05 PM
- 2.) Approve Minutes of prior Mtg. Shaun R 2nd Kim L.
- 3.) Additions to current agenda- Jody-Old Police car.

FIRE DEPARTMENT

- 1.) Steve talked a training some members attended in Twin Valley recently.
- 2.) Mentioned department Physicals are tomorrow for whoever would like one.

POLICE DEPARTMENT

- 1.) Jody spoke about improvements in the Blight situation around town. A few properties that were needing some attention were mentioned. Follow-up on those properties will take place.
- 2.) Curbside parking was part of the discussion. Ashley was asking for places that the committee thought needed yellow paint applied near corners were parking creates a problem for vehicles to be able to see down streets before pulling out into the streets. Only areas that the committee could find were in the business district.
- 3.) Old Police Car-Jody informed the group that the Police Department will contact Spielman radio to get a time to strip the car of equipment.

Meeting Adjorned at 6:40-Barb-motion, Roux 2nd.

APD ICR'S FOR JULY 2021

July 1st - July 31st 2021

 Reported Date:
 2021-07-01
 Create Date:
 2021-07-01

 ICR:
 21000498
 Title:
 Welfare Check

 IsSensitive:
 0
 AGN:
 APD

| Reported Date: 2021-07-01 | Create Date: 2

IsSensitive: 0 AGN: APD

 Reported Date:
 2021-07-01
 Create Date:
 2021-07-01

 ICR:
 21000500
 Title:
 Public Assist

 IsSensitive:
 0
 AGN:
 APD

 Reported Date:
 2021-07-01
 Create Date:
 2021-07-01

 ICR:
 21000501
 Title:
 Public Assist

 IsSensitive:
 0
 AGN:
 APD

 Reported Date:
 2021-07-01
 Create Date:
 2021-07-01

 ICR:
 21000502
 Title:
 Suspicious

 IsSensitive:
 0
 AGN:
 APD

| Reported Date: 2021-07-01 | Create Date: 2021-07-01 | ICR: 21000503 | Title: Assist Other Agency | IsSensitive: 0 | AGN: APD |

 Reported Date:
 2021-07-02
 Create Date:
 2021-07-02

 ICR:
 21000504
 Title:
 Animal

 IsSensitive:
 0
 AGN:
 APD

 Reported Date:
 2021-07-02
 Create Date:
 2021-07-02

 ICR:
 21000505
 Title:
 Public Assist

 IsSensitive:
 0
 AGN:
 APD

| Reported Date: 2021-07-02 | Create Date: 2021-07-02 | ICR: 21000506 | Title: Theft | IsSensitive: 0 | AGN: APD |

 Reported Date:
 2021-07-03
 Create Date:
 2021-07-03

 ICR:
 21000507
 Title:
 Public Assist

 IsSensitive:
 0
 AGN:
 APD

Reported Date:	2021-07-02 21000508	Create Date:	2021-07-03 Public Assist
IsSensitive:	0	AGN:	APD ASSIST
Reported Date:	2021-07-05		021-07-05
ICR:	21000509		ublic Nuisance
IsSensitive:	0	AGN: A	APD
Reported Date:	2021-07-05	Create Date:	2021-07-05
ICR:	21000510	Title:	Coroner
IsSensitive:	0	AGN:	APD
Departed Date:	2021-07-05	Create Date:	2021-07-05
Reported Date:	21000511	Title:	Scams
La contra de la contra del la contra		AGN:	APD
IsSensitive:	0	AGN.	AFD
Reported Date:	2021-07-05	Create Date:	2021-07-06
ICR:	21000512	Title:	Theft
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-06	Create Date:	2021-07-06
ICR:	21000513	Title:	Public Assist
IsSensitive:	0	AGN:	APD
			5
Reported Date:	2021-07-06	Create Date:	2021-07-06
ICR:	21000514	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-06	Create Date:	2021-07-06
ICR:	21000515	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-05	Create Date:	2021-07-06
ICR:	21000517		Illegal Dumping
IsSensitive:	0		APD
	0004 07 00		4 07 00
Reported Date:		reate Date: 202	
ICR: IsSensitive:	2.000010	itle: Assi GN: APE	ist Other Agency)
Reported Date:	2021-07-06	Create Date:	
ICR:	21000519	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

Reported Date:	2021-07-07	Create Date: Title: AGN:	2021-07-07
ICR:	21000520		Welfare Check
IsSensitive:	0		APD
Reported Date: ICR: IsSensitive:	2021-07-07	Create Date:	2021-07-07
	21000521	Title:	Mental Health
	0	AGN:	APD
Reported Date:	2021-07-07	Create Date:	2021-07-07
ICR:	21000522	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-08	Create Date:	2021-07-08
	21000523	Title:	Mental Health
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-08	Create Date:	2021-07-08
	21000524	Title:	Public Assist
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-08	Create Date:	2021-07-08
	21000525	Title:	Public Assist
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-08	Create Date	2021-07-08
	21000526	Title:	Traffic Stop
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-09 21000527 0	Title:	2021-07-09 Traffic Complaint APD
Reported Date: ICR: IsSensitive:	2021-07-09	Create Date	e: 2021-07-09
	21000528	Title:	Other
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-09	Create Date	2021-07-09
	21000529	Title:	Other
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-09	Create Date	e: 2021-07-09
	21000530	Title:	Animal
	0	AGN:	APD

ICR:	2021-07-09 ^{Create Date} 21000531 Title:	Criminal Da) amage to Property
IsSensitive: () AGN:	APD	
Reported Date:	2021-07-09 Creat	te Date: 2021-	07-09
ICR:	21000532 Title:	Assist	Other Agency
IsSensitive:	0 AGN	APD	
Reported Date:	2021-07-09	Create Date:	2021-07-09
ICR:	21000533	Title:	Suspicious
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-10	Create Date:	2021-07-10
ICR:	21000534	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-10	Create Date:	2021-07-10
ICR:	21000535	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-11	Create Date:	2021-07-11
ICR:	21000536	Title:	Suspicious
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-11	Create Date:	2021-07-11
ICR:	21000537	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-11	Create Date:	2021-07-11
ICR:	21000538	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-11	Create Date:	2021-07-11
ICR:	21000539	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-11	Create Date:	2021-07-11
ICR:	21000540	Title:	Suspicious
IsSensitive:	0	AGN:	APD
-2	2021-07-04 Create Da		
	21000541 Title:		Communications
IsSensitive:	O AGN:	APD	

ln		Ot- D-t	
Reported Date:	2021-07-12	Create Date:	2021-07-12
ICR:	21000542	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-12	Create Date:	2021-07-12
ICR:	21000543	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-12	Create Date: 2	021-07-12
ICR:	21000544	Title: T	raffic Complaint
IsSensitive:	0		PD
Reported Date:	2021-07-13 Create D	Date: 2021-07-	13
			Damage to Property
	0 AGN:	APD	Damage to Freperty
	2001.07.10		
	2021-07-13		20210710
ICR:	21000546	Title:	Scams
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-13 Cr	eate Date: 202	1-07-14
ICR:	21000547 Tit	tle: Ass	ist Other Agency
IsSensitive:	O AC	SN: AP[
Reported Date:	2021-07-14 Create	Date: 2021-07	'-14
ICR:	21000548 Title:		ng Communications
IsSensitive:	0 AGN:		
		, D	
Reported Date:	2021-07-14	Create Date:	2021-07-14
ICR:	21000549	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-14	Create Date:	2021-07-14
ICR:	21000550	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-15	Create Date:	2021-07-15
ICR:	21000551	Title:	None Selected
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-15	Create Date:	2021-07-15
	21000552	Title:	Welfare Check
ICR: IsSensitive:	0	AGN:	APD

Reported Date: ICR: IsSensitive:	2021-07-15 21000553 0	Create Title: AGN:	2021-07-15 Theft APD
Reported Date: ICR: IsSensitive:	21000554 T		2021-07-15 Assist Other Agency APD
Reported Date: ICR: IsSensitive:	2021-07-15 21000555 0	Create I Title: AGN:	Public Assist APD
Reported Date: ICR: IsSensitive:	2021-07-15 21000556 0	Create Title:	Date: 2021-07-15 Public Assist APD
Reported Date: ICR: IsSensitive:	2021-07-15 21000557 0	Create Title: AGN:	Public Assist APD
Reported Date: ICR: IsSensitive:	2021-07-15 21000558 0	Create Title: AGN:	Suspicious APD
Reported Date: ICR: IsSensitive:	2021-07-15 21000559 0	Create Title: AGN:	Date: 2021-07-15 Public Assist APD
Reported Date: ICR: IsSensitive:	21000560	Create Date: Title: AGN:	2021-07-15 Assist Other Agency APD
Reported Date: ICR: IsSensitive:	2021-07-16 21000561 0	Create Title: AGN:	Date: 2021-07-16 Public Assist APD
Reported Date: ICR: IsSensitive:	2021-07-16 21000562 0	Create Title: AGN:	Date: 2021-07-16 Public Assist APD
Reported Date: ICR: IsSensitive:	21000563	Create Date: Title: AGN:	2021-07-16 Assist Other Agency APD

Reported Date: ICR: IsSensitive:	2021-07-16	Create Date:	2021-07-16
	21000564	Title:	Traffic Stop
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-16	Create Date:	2021-07-16
	21000565	Title:	Welfare Check
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-17	Create Date:	2021-07-17
	21000566	Title:	Traffic Stop
	0	AGN:	APD
Reported Date:	2021-07-17	Create Date:	2021-07-17
ICR:	21000567	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-17	Create Date:	2021-07-17
	21000568	Title:	Traffic Stop
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-18	Create Date:	2021-07-18
	21000569	Title:	Public Assist
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-18	Create Date:	2021-07-18
	21000570	Title:	Public Assist
	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-19	Create Date:	2021-07-19
	21000571	Title:	Public Assist
	0	AGN:	APD
Reported Date:	2021-07-20	Create Date:	2021-07-20
ICR:	21000572	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-20	Create Date:	2021-07-20
ICR:	21000573	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2021-07-21	Create Date:	2021-07-21
	21000574	Title:	Traffic Stop
	0	AGN:	APD

Reported Date:	2021-07-22	Create Date:	2021-07-22
ICR:	21000575	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-22	Create Date:	2021-07-22
ICR:	21000576	Title:	Theft
IsSensitive:	0	AGN:	APD
lisochistive.	O	AGIT.	Al B
Reported Date:	2021-07-22 c	reate Date: 2021	-07-22
ICR:	21000577 Ti	tle: Assis	st Other Agency
IsSensitive:	O A	GN: APD	
Reported Date:	2021-07-22	Create Date:	2021-07-22
ICR:	21000578	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-22	Create Date:	2021-07-22
ICR:	21000579	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
isoerisitive.	O	AOIV.	Alb
Reported Date:	2021-07-23	Create Date:	2021-07-23
ICR:	21000580	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
	0004 07 04		0004 07 04
Reported Date:	2021-07-24	Create Date:	2021-07-24
ICR:	21000581	Title:	Escort
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-24	Create Date:	2021-07-24
ICR:	21000582	Title:	Welfare Check
IsSensitive:	0	AGN:	APD
	0004 07 04		0004.07.04
Reported Date:	2021-07-24	Create Date:	2021-07-24
ICR:	21000583	Title:	Alarm
IsSensitive:	0	AGN:	APD
Reported Date:	2021-07-25	Create Date:	2021-07-25
ICR:	21000584	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
D	2024 27 25	0	2024 07 25
Reported Date:	2021-07-25	Create Date:	2021-07-25
ICR:	21000585	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

Reported Date:	2021-07-26	Create Date:	2021-07-26
ICR:	21000586	Title:	Animal
IsSensitive:	0	AGN:	APD
1			
Reported Date:	2021-07-26	Create Date:	2021-07-26
ICR:	21000587	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Indiana	· ·	7.0	711 5
Reported Date:	2021-07-26	Create Date:	2021-07-26
ICR:	21000588	Title:	Accident
IsSensitive:	0	AGN:	APD
issensitive.	U	AGN.	APD
Reported Date:	2021-07-27 Crea	ate Date: 2021	-07-27
			1 AT 25 0 0000
ICR:	21000589 Title		st Other Agency
IsSensitive:	0 AGN	N: APD	ļ
	0004 07 07		0004.07.07
Reported Date:	2021-07-27	Create Date:	2021-07-27
ICR:	21000590	Title:	Public Assist
IsSensitive:	0	AGN:	APD
_			
Reported Date:	2021-07-28	Create Date:	2021-07-28
ICR:	21000591	Title:	Public Assist
IsSensitive:	0	AGN:	APD
•			·
Reported Date:	2021-07-28	Create Date:	2021-07-28
ICR:	21000592	Title:	Animal
IsSensitive:	0	AGN:	APD
1			
Reported Date:	2021-07-29	Create Date:	2021-07-29
ICR:	21000593	Title:	Theft
IsSensitive:	0	AGN:	APD
loccitotave.	O	7.014.	AI D
Reported Date:	2021-07-31	Create Date:	2021-07-31
ICR:	21000594	Title:	Escort
IsSensitive:	•	AGN:	APD
lisoerisitive.	0	AGN.	AFD
Reported Date:	2021-07-31 Cre	ate Date: 2021	-07-31
ICR:	21000595 Title		st Other Agency
			• •
IsSensitive:	0 AGI	N: APD	
Bonorted Data:	2021-07-31	Croots Date:	2021-07-31
Reported Date:		Create Date:	W. 344-4400 - 141-441 - 14
ICR:	21000596	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

City of Ada - EDA Minutes - July 29, 2021

Roll call: Members Present: Jim, Rod, Kim,

Other attendees: Ashley

Approval of Previous Meeting Minutes: Approved - Motion by Jim, 2nd Rod

Treasurer's Report: All loans are current, see attached. Funds still available to spend \$81,563.76 in 1% and \$13,962.58. Motion to approve: Rod, 2nd Jim.

Old Business:

• **AAPC:** The building has been sold to BarrickF Farms. Curt is working on a Purchase Agreement.

• City:

- o The state issued a city wide nonessential water use ban.
- Dekko operating at full capacity, swim lessons, daily use, and activities have all increased. Struggling to find part time help.
- o 2020 Audit review, Liquor store had a \$6500 profit for 2020.
- o Ashley updated group on COVID Relief Funds
- Start budget planning for 2022
- NCEDA: N/A
- **Replacement for Greg**: Still seeking recommendations. Current, Kim is VP and will act as President interim until new member comes in.

New Business:

- **Applications**: West Main Pizza 7 years at 1%. Security and guarantee agreement will be requested. Motion to approve: Rod, 2nd Jim
- Norman County Heating and Cooling 7 years at 1%. Security and guarantee agreement will be requested. Motion to approve: Rod, 2nd by Jim.

NEXT MEETING DATE: August 26, at 7:00 a.m. – Event Center Meeting Room

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