

**City of Ada**  
**Minutes of the City Council**  
**Tuesday, February 4, 2025 6:00 P.M. – Council Chambers**

**Agenda**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call: Members present: Nelson, Nordquist, Roux, Erickson, Kroshus, and Ness. Members absent: Krieger, Others present: Administrator Larson, Mayor Hintz, Parks and Rec Director Eggen, Brandon Reber, and members of the media**
- IV. Citizen Forum** – *Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, 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. December 2024 Council Meeting minutes**
  - B. City Accounts payables in the amount of \$43,384.98 - **\$35,856.43****
  - C. City Accounts prepaid checks in the amount of \$252,639.70**

**Motion made by member Roux and seconded by member Nelson to approve the consent agenda with the updated amount for City Accounts payable to \$35,856.43. In Favor: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. 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.*

**Motion made by member Ness and seconded by member Erickson to approve the amended agenda. All in Favor: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- VII. Presentations with possible discussion and decision.**

- A. Moore Engineering Update** – Brandon Reber visited with the council on the updates to phase 2 of the sewer project. At this time, we are getting on the PPL list to see if we qualify for any funding programs. No decisions were made at this time.

- VIII. Reports of Department Heads and Committees**

#### A. Mayors Report

- 1) Committee Members Appointments – Mayor Hintz put out a list of all committees and members on each committee. A list can be found attached to these minutes.
- 2) Swearing in Oath – Scott Erickson

#### B. Administrator / Clerk / Treasurer Report.

- 1) Department Updates – Administrator Larson gave a brief update of all departments.
  - a. Police Department – A grant from MN Dot was awarded to the Ada Police Department for speed signs. We do not know the terms of the grant and the amount of the grant received at this time.
  - b. Fire Department – 11 year contracts with the Townships expires this April. Ashley and Glen have been working on updating the contracts and contacting representatives from each township to review. Contracts and 2025 invoices will go out the first week of February.
  - c. Liquor Store – sales have increase by \$4917.36 from 2024 and profit has increased by \$3222.55 from 2024.
- 2) Dekko Center Update- Brianna Eggen gave an update on on budget and projects completed at the Dekko Center. We have spent a total of \$879,471.59. Project Budget remaining is \$291,167.82, which leaves us with a \$94,7593.94 contingency. The pool area has been completed and the pool is back up and running as normal. The steam room is set to be finished and reopened the first week of March. The hot tub replacement is still siting at state level waiting to be approved.  
Brianna also presented the council with a proposal for new weight room equipment.

**Motion made by member Nelson and seconded by member Kroshus to approve a budget total of \$59,114 to use towards new weight room equipment. With the motion, Brianna was asked to also seek a second proposal. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- 3) Event Center Update – Administrator Larson gave an update. The contractors started removing installation in January. They are currently waiting on steel beams to be delivered in order to move forward. Our insurance adjuster approved the bid from Dustin Crompton for the floor removal and installation. The portion behind the bar is not covered by insurance but Ashley suggested that this would be the best time to replace the cracked flooring. Ashley will bring a bid to the council meeting in March.

#### IX. Old Business

## **XII. New Business**

- A.** Kaleidoscope Guests, February – Scott N/Scott E.
- B.** 2025 Cigarettes Retail License Renewal

**Motion made by member Nordquist and seconded by member Roux to approve the 2025 Cigarette Retail Licenses. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- C.** 2025 Union Employee Insurance Negotiations

**Motion made by member Roux and seconded by member Nelson to approve the increase of City's portion towards monthly premiums of anything over 5% to be covered by the City. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- D.** Donation Request – Katie Brommenschenkel Scholarship Fund

**Motion made by member Roux and seconded by member Ness to approve a \$500 donation. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- E.** Department Updates

- A.** Public Works

**Motion made by member Nelson and seconded by member Ness to approve the \$16,000 invoice for the Wagner's property sewer repair bill. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- B.** Public Safety

- C.** EDA

- D.** Beautification

## **XIII. Adjournment**

**Motion made by member Roux and seconded by member Erickson to adjourn the meeting at 7:15pm. All Approved: Nelson, Roux, Ness, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

**City of Ada**  
**Meeting of the City Council**  
**Tuesday, March 4, 2025 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.** February 2025 Council Meeting minutes
  - B.** City Accounts payables in the amount of \$27,006.42
  - C.** City Accounts prepaid checks in the amount of \$256,373.01
- 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.** Al's Disposal
    - a. Clean Up Week
    - b. Residential Dumpsters
  - B.** Event Center Repairs -
  - C.** Moore Engineering Update
- VIII. Reports of Department Heads and Committees**
  - A.** Mayors Report
    - 1) Declaration of Week of the Young Child April 6-April 12th
  - B.** Administrator / Clerk / Treasurer Report.
    - 1) Department Updates
    - 2) Dekko Center Update
    - 3) Event Center Bar Flooring - \$6562 Crompton Flooring
    - 4) Event Center Bar Lighting



**IX. Old Business**

**XII. New Business**

- A.** Kaleidoscope Guests, March – Casey/Mike
- B.** Norman County Raceway Advertising Opportunities
- C.** Northern States Power Capacity Agreement
- D.** Committee Updates
  - A.** Public Works
  - B.** Public Safety
  - C.** EDA
    - 1) Resolution 2025-03-01 RLF
    - 2) Resolution 2025-03-02 RLF
  - D.** Beautification

**XIII. Adjournment**

ACCOUNT PAYABLE - FEBRUARY 2025  
REGULAR COUNCIL MEETING  
Tuesday, March 4, 2025

ACME TOOLS	PW- TOOLS	\$ 104.72
AUTO VALUE	PW-V-BELT, GL PRIME GREEN, OPTISORB DE FLO, AIR FILTER, PARTS	\$ 285.18
AUTO VALUE	POLICE-REARVIEW MIRRORS,	\$ 34.96
BUSSE WELDING & MACHINE	PW- RADIATOR REPAIR	\$ 495.00
COCA-COLA	LIQUOR POP	\$ 111.00
HAWKINS	DEKKO CHEMICALS	\$ 515.04
INTOXIMETERS	POLICE- HANDHELD REPAIR	\$ 422.75
JERRY'S ELECTRIC	PW- PCB TESTING	\$ 12.50
MCARTHUR TILE CO.	DEKKO- TILE, LABOR, PARTS	\$ 11,837.50
OFFICE SUPPLIES	CH- W-KROSHUS COUNCIL PLATE, ENVS	\$ 210.98
OFFICE SUPPLIES	DEKKO- SANITIZER	\$ 27.98
OFFICE SUPPLIES	LIQUOR -TONER	\$ 93.81
RDO EQUIPMENT	PW- #92 BEARING, FAN, HOSE&ELBOW FITTINGS, HOSE	\$ 728.30
RMB ENV LAB	TESTING	\$ 57.48
SUN-FLOWERS	LIQUOR- ROSES FOR V-DAY	\$ 62.50
SUPEMARKET FOODS	LIQUOR-POP, V-DAY CANDY	\$ 52.18
TITAN MACHINERY	PW- PLOW BLADES	\$ 1,214.10
VESTIS	PW MATS, MOPS	\$ 247.58
WATER & LIGHT	FEBRUARY UTILITIES	\$ 10,492.86
TOTALS		<u>\$ 27,006.42</u>

# PRE-PAID CHECKS for FEBRUARY 2025

89199	NW MINN MULTI COUNTY	2/4/25	\$4,819.65	Vivian Hanson- house fixup
89201	ANDREW LARSON	2/5/25	\$20,000.00	EDA LOAN
89223	INCIDENTAL FUND-CITY OF ADA	2/7/25	\$700.00	Ashley Daycare reimb
89224	PATRICIA FLINK	2/10/25	\$274.00	OVERPAYMENT - PA
89226	AASLAND, GERRIE JO	2/10/25	\$72.27	LQR CARRYOUT BAGS
89227	BREAKTHRU BEVERAGE	2/10/25	\$657.86	LIQUOR
89228	D-S BEVERAGES	2/10/25	\$4,510.05	NA BEER
89229	EGGEN, BRIANNA	2/10/25	\$76.96	DEKKO FOAM FOR TILE,OUTLETS
89230	GALLS, LLC	2/10/25	\$134.52	POLICE-ATAC
89231	GOPHER STATE ONE-CALL, INC.	2/10/25	\$52.70	LOCATES
89232	JONATHAN HERALD	2/10/25	\$18.36	CREDIT BALANCE
89233	JOHNSON BROS WHLSE LIQUOR CO	2/10/25	\$310.34	LIQUOR
89234	K R J B RADIO	2/10/25	\$1,342.36	CNCL-FB PST, ANNUAL
89235	MCCOLLUM HARDWARE, INC.	2/10/25	\$1,017.32	POLICE- CELL BATTERY
89236	MCKINNON CO., INC.	2/10/25	\$3,135.25	LQR- RED BULL
89237	MIDWEST INSPECTION SERVICES	2/10/25	\$3,637.50	ROOFING-JENNIFER BORAH
89238	OFFICE SUPPLIES PLUS	2/10/25	\$107.41	PW UPS TESTING
89239	PHILLIPS WINE & SPIRITS CO.	2/10/25	\$2,340.62	LQR- ZING ZANG
89240	RASMUSSEN, BRIAN	2/10/25	\$36.54	DEKKO- SEALER
89241	READITECH SOLUTIONS	2/10/25	\$215.35	JAN IT
89242	RMB ENVIRONMENTAL LABS,INC	2/10/25	\$57.48	WATER TESTING
89243	SARIC, ALEX	2/10/25	\$75.00	POLICE-DMT RECERT
89244	SORENSEN ELECTRIC	2/10/25	\$8,250.00	DEKKO WATER DAMAGE REPAIRS
89245	SUPERMARKET FOODS	2/10/25	\$22.50	LQR ICE
89246	WINE MERCHANTS	2/10/25	\$273.78	LIQUOR
89247	NORMAN CO. DEMOLITION LANDFILL	2/12/25	\$877.50	Sjorn-Peterson yard cleanup
89248	BENEDICTINE FOUNDATION-ADA	2/13/25	\$500.00	Giving Hearts Day Donation
89249	BRADY, MARTZ, & ASSOCIATES P.C	2/14/25	\$1,298.25	RMS5MCFY
89250	ARTISAN BEER COMPANY	2/19/25	\$36.90	BEER
89251	BCA/TRAINING & DEVELOPMENT	2/19/25	\$250.00	POLICE TRAINING
89252	BEVERAGE WHOLESALERS, INC	2/19/25	\$767.30	BEER
89253	BRANDON COMMUNICATIONS	2/19/25	\$137.00	POLICE MOBILE MICROPHONE
89254	CARDMEMBER SERVICES	2/19/25	\$3,921.73	TAX REFUND - EXEMPT
89255	COLE PAPERS, INC.	2/19/25	\$130.20	DEKKO PAPER PRODUCTS

89256	DEPT. OF ENERGY W A P A	2/19/25	\$43,265.65	JANUARY ENERGY
89257	DOXO, INC.	2/19/25	\$479.40	JANUARY INTERNET BILL PAY FEES
89258	D-S BEVERAGES	2/19/25	\$382.85	LQR- WHITE RUSSIANS
89259	GALLS, LLC	2/19/25	\$489.19	POLICE SUPLS
89260	GARDEN VALLEY TECHNOLOGIES	2/19/25	\$33.99	FEBRUARY IT
89261	INSPIRE, INC	2/19/25	\$222.60	PW CLEANING
89262	JOHNSON BROS WHLSE LIQUOR CO	2/19/25	\$988.23	LIQUOR
89263	KATIE BROMMENSCHENKEL SCHOLARS	2/19/25	\$500.00	DONATION
89264	KELLY'S CHRYSLER CENTER, INC.	2/19/25	\$1,269.15	POLICE CHARGER REPAIRS
89265	LEAGUE OF MINN CITIES	2/19/25	\$2,332.00	POPULATION MEMBERSHIP DUES
89266	MCCOLLUM HARDWARE, INC.	2/19/25	\$130.80	PW PARTS
89267	MID-STATES ORGANIZED CRIME INF	2/19/25	\$100.00	POLICE MEMBERSHIP FT SWORN
89268	COLBY NESET	2/19/25	\$150.00	DEKKO MEMBERSHIP REFUND
89269	NORTHERN STATES POWER CO.	2/19/25	\$769.00	JANUARY DISTRIBUTION FAC CHRG
89270	PETRO SERVE USA	2/19/25	\$49.94	FIRE DIESEL FUEL
89271	PHILLIPS WINE & SPIRITS CO.	2/19/25	\$2,750.08	LIQUOR BALANCE - TYPO
89272	RED RIVER VALLEY CO-OP POWER	2/19/25	\$8,685.74	FEBRUARY MNT
89273	RICHARDS OIL/PROPANE	2/19/25	\$2,583.34	PW BULK FUEL
89274	SARGENT A/C	2/19/25	\$525.00	DEKKO- REPAIRS
89275	SOUTHERN GLAZERS OF MN	2/19/25	\$1,534.23	LIQUOR
89276	SUMMIT FIRE PROTECTION	2/19/25	\$518.00	FIRE- SECURITY TECH-TROUBLESHT CAMERAS
89277	SUPERMARKET FOODS	2/19/25	\$22.50	LQR ICE
89278	VERIZON WIRELESS	2/19/25	\$100.41	PW CELL PHONE- JAN
89279	VESTIS	2/19/25	\$260.56	LQR MATS,MOPS
89280	WES'S TRUCK REPAIR	2/19/25	\$1,646.75	PW PARTS, THERMOSTATS,ANTIFREEZE
89281	XCEL/NORTHERN STATES POWER	2/19/25	\$47,821.13	JAN ENERGY
89283	BREAKTHRU BEVERAGE	2/20/25	\$752.71	LIQUOR
89284	CITY OF ADA	2/20/25	\$146.06	APPLY DEPOSIT-E.MILLER
89285	D-S BEVERAGES	2/20/25	\$1,247.40	LIQUOR
89286	EGGEN, BRIANNA	2/20/25	\$130.83	DEKKO GOGGLES,BELTS
89287	LEAGUE OF MINNESOTA CITIES	2/20/25	\$39,303.00	COUNCIL 2024-25 WRK COMP
89288	MCKINNON CO., INC.	2/20/25	\$2,624.45	NA BEER
89289	MENGGE PROPERTIES	2/20/25	\$1,000.00	2024 PARKING LOT RENT
89290	ERIC MILLER	2/20/25	\$4.00	DEPOSIT BALANCE
89291	MN ENERGY RESOURCES CORP.	2/20/25	\$5,227.98	POLICE-JAN UTILITIES
89292	MN POLLUTION CONTROL AGENCY	2/20/25	\$23.00	WASTEWATER CERT RENEWAL- NEAL DEVOS

89293	VESTIS	2/20/25	\$117.40	LQR-MATS, MOPS
89295	ARVIG	2/26/25	\$1,549.99	CH-FEB PHONE/INTERNET
89296	BROTHERS FIREARM SHOP	2/26/25	\$699.99	POLICE- AMMO
89297	CITY OF ADA	2/26/25	\$100.55	APPLY DEP- SANDRA GARZA
89298	MN DNR ECOLOGICAL & WATER RES	2/26/25	\$394.65	WATER PERMIT
89299	STATE OF MN DEPT OF PUBLIC SAF	2/26/25	\$25.00	PW- HAZARDOUS CHEMICAL INVENTORY FEE
89300	U. S. POSTMASTER	2/26/25	\$331.91	ELECTRIC-FEB UB PSTG
89301	VISSER TRENCHING, INC.	2/26/25	\$1,739.86	REPLACE CULVERT BY BERGMAN BLD
89302	BEVERAGE WHOLESALERS, INC	2/26/25	\$588.65	LIQUOR
89303	D-S BEVERAGES	2/26/25	\$4,654.90	LQR- JUICES
89304	ECKBERG LAMMERS. P. C.	2/26/25	\$386.25	JAN GENERAL LEGAL FEES
89305	MIDWEST INSPECTION SERVICES	2/26/25	\$1,375.19	C-STORE REMODEL PERMIT
96989e	MINNESOTA REVENUE	2/20/25	\$16,282.00	JAN GENERAL SALES TAX
			\$256,373.01	







## 2025 ADVERTISING PACKAGES

### CORPORATE SPONSORSHIP

- 4x8 Lit Sign Box
- 100 Grandstand Tickets
- Business mentioned by the announcer during every scheduled race
- Logo/Business mentioned on: Radio Commercials, Schedule, Programs, Social Media, and Website

**INVESTMENT:** \$6,000

### NIGHTLY SPONSORSHIP

- 3x5 Billboard Sign
- 75 Grandstand Tickets
- Business mentioned by the announcer during the sponsored race night
- Logo/Business mentioned on: Radio Commercials, Schedule, Programs, Social Media, and Website

**INVESTMENT:** \$2,750



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



CAPACITY  
CONFIRMATION AGREEMENT

This Confirmation Agreement ("Agreement") shall confirm the agreement reached on February 25<sup>th</sup>, 2025 ("Transaction Date"), by and between Northern States Power Company, a Minnesota corporation ("NSP") and the City of Ada, Minnesota ("ADA") (hereinafter NSP and ADA are sometimes referred to singly as a "Party" and collectively as the "Parties") with respect to the purchase and sale of capacity under the terms and conditions as follows:

Seller: NSP

Buyer: ADA

Schedule P Product:

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

For clarification purposes, the Parties acknowledge and understand that, in accordance with the MISO Rules, one ZRC represents one megawatt ("MW") of Unforced Capacity from a Planning Resource that qualifies to satisfy the resource adequacy requirements of Module E-1 of the MISO Tariff.

Contract Quantity and Contract Price:

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



Planning Year	Seasonal # of ZRCs (ALL LRZ 1)				Quantity	Contract Price (\$ per ZRC-mo)	Total Purchase Price (\$)
	Summer	Fall	Winter	Spring			
2025/2026	0.0	1.5/mo	0.0	1.8/mo			
<b>Total</b>	<b>0</b>	<b>4.5</b>	<b>0</b>	<b>5.4</b>	<b>9.9</b>	<b>\$4,900</b>	<b>\$48,510.00</b>

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

Special Conditions:

1. Delivery and Receipt:

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

2. Payment Terms:

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

3. Failures to Deliver and/or Receive:

(a) Seller's Failure to Deliver.

In the event that: (i) Seller fails to deliver all or part of the Product by the Transfer Deadline, and such failure is not excused by Buyer's failure to perform; (ii) Buyer provides notice of such failure to Seller at least nine (9) Business Days prior to the Resource Plan Deadline; and (iii) Seller fails to cure such failure within one (1) Business

Day after notice from the Buyer, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, all Financial Settlement Charges assessed to Buyer (either directly or through contractual obligation) resulting directly from Seller's failure to deliver all or part of the Product. In addition, to the extent that Seller's failure to deliver all or part of the Product results in Buyer being assessed (i) Financial Settlement Charges for an amount of MW that is less than the Quantity that Seller failed to deliver, or (ii) no Financial Settlement Charges for the Quantity that Seller failed to deliver, then Buyer shall also be entitled to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price and multiplying such positive difference, if any, by the portion of the Quantity which Seller failed to deliver and for which no Financial Settlement Charges are assessed to Buyer.

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

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

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

(b) Buyer's Failure to Receive.

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

In the event that: (i) Buyer fails to receive all or part of the Product by the Transfer Deadline, and such failure is not excused by Seller's failure to perform; and (ii) Seller fails to provide notice of such failure to Buyer at least nine (9) Business Days prior to the Resource Plan Deadline, then Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount equal to the positive difference, if any, obtained by

subtracting the Sales Price from the Contract Price and multiplying such positive difference, if any, by the portion of the Quantity which Buyer failed to receive; provided, however, that if Seller, after using commercially reasonable efforts, is unable to resell all or a portion of the Quantity which Buyer failed to receive, the Sales Price with respect to such Quantity that Seller is unable to resell shall be deemed to be equal to zero (0).

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

(c) Limitation of Remedies.

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

4. Governing Agreement:

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

**SIGNATURE PAGE FOLLOWS**

**Northern States Power Company,  
a Minnesota Corporation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mark Breese

Title: Director, Trading & Origination

**City of Ada, Minnesota**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Ashley Larson

Title: City Administrator

## Proclamation for the "Week of the Young Child" Celebration in the City of Ada

Whereas, The Week of the Young Child® is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association,

Whereas, the annual Celebration of the Week of the Young Child is happening April 5th-11th, 2025. and

Whereas, The Week of The Young Child celebrates early learning, young children, their teachers, and families, and

Whereas, The purpose of the Week of the Young Child is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs.

Now, Therefore, Be It Resolved that I, John Hintz, Mayor of the City of Ada, Minnesota, do hereby proclaim the week of April 5th –11<sup>th</sup>, 2025 as "Week of the Young Child" in the City of Ada, and I do hereby urge the citizens of this community to recognize the merits of this cause by appreciating the early childhood education programs we have in Ada, recognizing those who provide for our children, and spreading the word about the importance of high-quality early learning, and the critical role early childhood educators play in a child's development and learning.

Further, I urge all patriotic citizens to show support to all those that serve our community.

Dated this 4th day of March, 2025

Mayor of Ada

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***RESOLUTION NO. 2025-03-01***

**STATE OF MINNESOTA  
COUNTY OF NORMAN  
CITY OF ADA**

**RESOLUTION CERTIFYING GRANT AND LOAN REQUESTS FOR ADA  
ECONOMIC DEVELOPMENT ACTIVITIES**

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

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

**AND**

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

**Total Loan** **\$30,000**

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

Ayes:

Nayes:

Abstentions:

The Mayor then declared this resolution passed this 4th day of March 2025 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: March 4, 2025

\_\_\_\_\_  
John Hintz, Mayor

ATTEST:

\_\_\_\_\_  
Ashley Larson, City Administrator, Clerk-Treasurer

***RESOLUTION NO. 2025-03-02***

**STATE OF MINNESOTA  
COUNTY OF NORMAN  
CITY OF ADA**

**RESOLUTION CERTIFYING GRANT AND LOAN REQUESTS FOR ADA  
ECONOMIC DEVELOPMENT ACTIVITIES**

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

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

**AND**

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

**Total Loan** **\$30,000**

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

Ayes:

Nayes:

Abstentions:

The Mayor then declared this resolution passed this 4th day of March 2025 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: March 4, 2025

\_\_\_\_\_  
John Hintz, Mayor

ATTEST:

\_\_\_\_\_  
Ashley Larson, City Administrator, Clerk-Treasurer