

Public Notice

(First Date of Pub.: Wed., Aug. 24, 2022)
 (Dates of Pub.: Aug., 24, 31, Sept. 7, 14, 21, 28, 2022)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN: That default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: June 28, 2016
 ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$142,160.00
 MORTGAGOR(S): Vicki L. Beckler, a single woman

MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as nominee for Homeowners Financial Group USA, LLC
 DATE AND PLACE OF FILING: Recorded on June 29, 2016 as Document Number 210013 in the Office of the County Recorder of Lyon County, Minnesota.

ASSIGNMENTS OF MORTGAGE: Assigned to: Wells Fargo Bank, N.A. by assignment recorded on January 29, 2018 as Document Number ER05767 in the Office of the County Recorder of Lyon County, Minnesota.

LEGAL DESCRIPTION OF PROPERTY: Lot Eight (8) in Block One (1) of Sunrise Park Addition to the City of Marshall, Minnesota according to the recorded plat thereof, Lyon County, Minnesota.

STREET ADDRESS OF PROPERTY: 214 CARROW CIR, MARSHALL, MN 56258
 COUNTY IN WHICH PROPERTY IS LOCATED: Lyon County, Minnesota.

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$158,089.60

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

NAME OF MORTGAGE ORIGINATOR: Homeowners Financial Group USA, LLC

RESIDENTIAL SERVICER: Wells Fargo Bank, N.A.

TAX PARCEL IDENTIFICATION NUMBER: 27-837008-0

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: 1003775-1300114233-5

THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued,

or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.

PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: October 13, 2022 at 10:00 AM.

PLACE OF SALE: Lyon County Sheriff's Office, 611 West Main Street, Marshall, MN 56258.

to pay the debt then secured by said mortgage and taxes, if any actually paid by the mortgagee, on the premises and the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagor(s), their personal representatives or assigns is six (6) months from the date of sale.

TIME AND DATE TO VACATE PROPERTY: Unless said mortgage is reinstated or the property redeemed, or unless the time for redemption is reduced by judicial order, you must vacate the premises by 11:59 p.m. on April 13, 2023.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None

Dated: August 16, 2022

WELLS FARGO BANK, N.A. Mortgagee

TROTT LAW, P.C.

By: _____ /s/

N. Kibongni Fondungallah, Esq. Samuel R. Coleman, Esq. *Sung Woo Hong, Esq.* Attorneys for Mortgagee 25 Dale Street North St. Paul, MN 55102 (651) 209-9760 (22-0108-FC01)

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(First Date of Pub.: Wed., Sept. 28, 2022)
 (Dates of Pub.: Wed., Sept. 28, 2022)

NOTICE OF PUBLIC HEARING

Notice is hereby given that Lyon County Commissioners, acting as the drainage authority for the applicable drainage system, will hold public hearings regarding ditch assessments to be payable in 2023 on Tuesday, October 4, 2022, at 1:00 p.m. for County Ditches and at 1:45 p.m. for Judicial/Joint Ditches at the Commissioner Room on the second floor of the Lyon County Government Center, 607 West Main Street, Marshall, MN 56258.

The purpose of these hearings is to review system benefit balances and determine ditch assessments for payable year 2023. Members/landowners of each ditch system and the general public who are interested or have concerns are encouraged to attend.

COUNTY DITCH NO. 3 & 44	COUNTY DITCH NO. 68
COUNTY DITCH NO. 3 & 44 LAT A	COUNTY DITCH NO. 60B
COUNTY DITCH NO. 4	COUNTY DITCH NO. 62
COUNTY DITCH NO. 5	COUNTY DITCH NO. 63
COUNTY DITCH NO. 6	COUNTY DITCH NO. 64
COUNTY DITCH NO. 7	COUNTY DITCH NO. 67
COUNTY DITCH NO. 9	COUNTY DITCH NO. 68
COUNTY DITCH NO. 10	COUNTY DITCH NO. 69
COUNTY DITCH NO. 11	COUNTY DITCH NO. 70
COUNTY DITCH NO. 12	Judicial Ditch No. 2 LYON
COUNTY DITCH NO. 13	Judicial Ditch No. 3 L Y & R
COUNTY DITCH NO. 14	Judicial Ditch No. 3 Y & L
COUNTY DITCH NO. 15	Judicial Ditch No. 6 FAIRVIEW
COUNTY DITCH NO. 15 LAT A	Judicial Ditch No. 7 REP B
COUNTY DITCH NO. 17	Judicial Ditch No. 9 R & L
COUNTY DITCH NO. 18	Judicial Ditch No. 9 Lyons BR 11A
COUNTY DITCH NO. 19 & 35	Judicial Ditch #9 BR 11 FK 4
COUNTY DITCH NO. 20	Judicial Ditch No. 9 Lyons BR 11B
COUNTY DITCH NO. 21	Judicial Ditch No. 10 & 23
COUNTY DITCH NO. 24	Judicial Ditch No. 10 YLR
COUNTY DITCH NO. 25	Judicial Ditch NO. 12 L & L
COUNTY DITCH NO. 27	Judicial Ditch No. 12 L & Y
COUNTY DITCH NO. 29	Judicial Ditch No. 12 R & L
COUNTY DITCH NO. 32	Judicial Ditch No. 12 R & L BR 1
COUNTY DITCH NO. 33	Judicial Ditch No. 13 L & R
COUNTY DITCH NO. 34	Judicial Ditch No. 13 L & L
COUNTY DITCH NO. 36	Judicial Ditch No. 14 R & L
COUNTY DITCH NO. 37	Judicial Ditch No. 14 Y & L
COUNTY DITCH NO. 37 LAT A	Judicial Ditch No. 15 R & L
COUNTY DITCH NO. 37 LAT B	Judicial Ditch No. 15 L & R
COUNTY DITCH NO. 38	Judicial Ditch No. 16 L & Y
COUNTY DITCH NO. 39	Judicial Ditch No. 17 Y & L
COUNTY DITCH NO. 40	Judicial Ditch No. 18 Y & L
COUNTY DITCH NO. 41	Judicial Ditch No. 18 L & R
COUNTY DITCH NO. 42	Judicial Ditch No. 20 L M R & REP A
COUNTY DITCH NO. 43	Judicial Ditch No. 20 L M R
COUNTY DITCH NO. 48	Judicial Ditch No. 20 Y & L
COUNTY DITCH NO. 49	Judicial Ditch No. 22 R & L
COUNTY DITCH NO. 51	Judicial Ditch No. 24 L & Y
COUNTY DITCH NO. 52	Judicial Ditch No. 24 Y & L
COUNTY DITCH NO. 55	Judicial Ditch No. 24 Y & L LAT 1 & 1A
COUNTY DITCH NO. 56	Judicial Ditch No. 27 M & L
COUNTY DITCH NO. 60B	Judicial Ditch No. 31 L & L
COUNTY DITCH NO. 62	Judicial Ditch No. 31 R & L
COUNTY DITCH NO. 63	Judicial Ditch No. 34 R & L
COUNTY DITCH NO. 64	Judicial Ditch No. 37 R & L
COUNTY DITCH NO. 67	Judicial Ditch No. 48 Y & L

The Lyon County Board of Commissioners therefore deems it necessary to review the current system benefits and determine if additional assessments should be made to the system based a percentage of the benefits or assess a specific dollar amount on all lands benefited by said ditches for the purpose of creating a sufficient balance in said ditch accounts for past and future maintenance, repair and other costs of the aforementioned ditches.

Please contact acting Lyon County Ditch Inspector John Biren at 507-532-8207, ext 3, if you have any questions or desire additional information.

Aurora Heard
 Lyon County Auditor/Treasurer

(First Date of Pub.: Wed., Sept. 28, 2022)
 (Dates of Pub.: Wed., Sept. 28, 2022)

NOTICE OF PUBLIC HEARING

A REQUEST HAS BEEN MADE to the Lyon County Planning and Zoning Administrator by 5 Family Ranch for a Conditional Use Permit Request to establish a Wedding Barn. The area representing the request is zoned Highway Commercial. The property is currently owned by Jeffrey and Susan Farber (approximately 4 acres will be sold to 5 Family Ranch) and is described as follows:

All that part of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), Township One-hundred Eleven (111) North, Range Forty-One (41) West of the 5th Principal Median Lyon County, Minnesota.

A Public Hearing on the Conditional Use Permit will be held by the Lyon County Planning Commission in the Commissioner's Room of the Lyon County Law Enforcement Center, Marshall, Minnesota, on Tuesday, October 11, 2022 at 7:00 p.m.

John Biren, Lyon County, Zoning Administrator
 Phone: 507-532-8207 Extension 3

(First Date of Pub.: Wed., Sept. 28, 2022)
 (Dates of Pub.: Wed., Sept. 28, Oct. 5, 12, 2022)

NOTICE OF FINAL HEARING

For the Improvement of Judicial Ditch 31 Lyon and Lincoln Branch 24 (JD31 L&L Branch 24)

Notice is hereby given that the final hearing on the pending petition for improvement of JD 31 L&L Branch 24 hereby set as follows:

Thursday October 20, 2022 at 9:00 a.m., in the Commissioner Room at the Lyon County Government Center, 607 West Main Street in Marshall, MN.

The purpose of the hearing is to consider the petition for improvement, the engineer's report for the improvement, the viewers' reports for the improvement and to determine any separable maintenance.

The following owners of property, governmental entities and railroads, are affected by the improvement petition on JD 31 L&L Branch 24:

Alan and Daniel Benz and Sheila Dise, Paul Enemark Life Estate, Mark Enemark and Sandy Enemark, Dennis and Jenanne Blomgren RL, Joan Derynck, Scott and Rhonda Johnson, Driscoll Land and Equip LLC, Aaron and Kristina Swanson, Wayne and Barbara Anderson Trust, Rolana Schmidt, Leslie and Jane Johnson, Rollin and Lois Bedow Trust, Robert and Barbara Bornhoft, Steven and Angela Lovre, Kent and Steven Moberg, Criss Newton/Dana and Rebecca Newton Trust, Noreen and Kenneth Grunig, John and Bonita Kane, Daniel and Julie Bedow, Derek Wooge, Victor Polle, Kay Wooge, Michael and Kay

Wooge, Clifford and Betty O'Toole, Patrick and Brenda O'Toole, Rapid City Pierre, and Eastern Railroad, Burlington Northern Railroad, State of Minnesota State Hwy 23, Lyon County CSAH 16 and CSAH 13, Co Hwy 51, Coon Creek Township, and Shelburne Township.

The course of the proposed improvement of JD 31 L&L Branch 24:

The area petitioned for the improvement of JD 31 L&L Branch 24 lies within and provides drainage to land located in Lincoln County MN. Specifically, Section 36 of Marshfield Township. The existing JD 31 L&L Branch 24 consists of 1.2 miles of total length. The outlet for JD 31 L&L Branch 24 is into an existing portion of JD 31 L&L Branch 24 in Section 36 of Marshfield Township. The proposed improvement is to replace Branch 24 to provide efficient drainage within the watershed.

The engineer has submitted and filed a final detailed survey report to the drainage authority. The property owner's report and the viewers' report for the improvement have been submitted and filed and the petition is pending. The drainage authority will hear a detailed survey report prepared by the engineer discussing the improvement and separable maintenance. The viewers' report for the improvement will also be heard.

If you need further information regarding this hearing, please contact Lyon County Ditch Inspector John Biren at (507) 532-8207, extension 3.

Aurora Heard
 Lyon County Auditor Treasurer

(First Date of Pub.: Wed., Sept. 28, 2022)
 (Dates of Pub.: Wed., Sept. 28, 2022)

Regular Board Meeting Minutes from Monday, September 19, 2022

- I. Meeting called to order by School Board Chair **Rod Benson** at 6:00 p.m. Guests include: (Per Peterson: Press. Karen Krog and Jeannine Vandendriesshe: Tracy Area Community Center. Tija VanGelder, Julie Rohling, & Ashley Buysse: Teachers) Board Members Present: Rod Benson, Ben Ludeman, Matt Surprenant, Jay Fultz, Nicole Swanson, Sheila Siebenahler-Holland & Jody Bauer. Administration present: Superintendent Anderson, Elementary Principal Munson & Secondary Principal Miller.
- II. Motion by **Swanson**, second by **Bauer** to approve the previous meeting minutes from August 15, 2022. **(MC 7-0)**
- III. Motion by **Holland**, second by **Surprenant** to approve the agenda **(MC 7-0)**
- IV. Motion by **Fultz**, second by **Surprenant** to approve the TAPS monthly report, Treasurer Report, Revenues vs Disbursements Report, and the vendor payments which include check numbers **20393** through **20545**, wire payments dated **August 16, 2022** through **September 19, 2022**, Student Activities Check Numbers **18758-1865** for a grand total of **\$3,186,898.83. (MC 7-0)**.
- V. Visitor Reports/Comments:
 - A. **Collins Mbibi with Site LogigIQ (Architectural Project Manager at SitelogIQ); Karen Krog and Jeannine Vandendriesshe (Tracy Area Community Center):**
- VI. Administrative Oral Reports given by Miller, Munson and Anderson
- VII. Old Business:
 - A. Motion by **Swanson**, second by **Fultz** to approve the Bid for Time Saver Sander (1984, model 137-1HD, Handles up to 36" wide material, 230-volt, 3 phase motor). (Winning Bid = **\$201**) **(MC 7-0)**
 - B. Motion by **Surprenant**, second by **Holland** to approve updates to Policy 799: Post-Issuance Compliance (Original Adopted: December 2013). **(MC 7-0)**
- VIII. New Business:
 - A. Recognize September Enrollment at 638.
 - B. Motion by **Nicole Swanson**, second by **Bauer** to Certify the Minnesota Department of Education Levy Limitation and Certification Report for 2022 Payable in 2023 at the maximum level of funding allowed by state law. (FY22 was: \$1,770,582.82. FY23 is: \$3,560,991.27 (101.12%) \$1,790,408.45 increase) **(MC 7-0)**
 - C. Motion by **Bauer**, second by **Swanson** to approve the Resignation of John Glaser at TAHS Para-Professional with many thanks for his service to TAHS. **(MC 7-0)**
 - D. Motion by **Ludeman**, second by **Holland** to approve lane changes for the following teachers: **(MC 5-0)** approve lane changes.
 - E. Motion by **Fultz** second by **Swanson** to approve the hire Jennifer Krostue as TAHS Para-Professional. **(MC 7-0)**
 - F. Member **Bauer** introduced the following resolution and moved its adoption: **Resolution Accepting Donations** The motion for the adoption of the foregoing resolution was duly seconded by Member **Surprenant** and upon the vote being taken thereon, the following voted in favor thereof: **Rod Benson, Jay Fultz, Matt Surprenant, Ben Ludeman, Nicole Swanson, Sheila Holland and Jody Bauer**. And the following voted against the same: **NONE**. Absent: **None**. Whereupon said resolution was declared duly passed and adopted.
 - G. Motion by **Swanson**, second by **Surprenant** to approve "Letter of Assignment" for Mr. Rick Haberman as the Adaptive PE Curriculum Writing for the 2022-2023 school year. **(MC 7-0)**
 - H. Motion by **Ludeman**, second by **Holland** to approve the Overload assignments for the following teachers: Stephanie Kor, Derek Ashbaugh and Elizabeth Johnson. **(MC 7-0)**
 - I. Member **Swanson** introduced the following resolution and moved its adoption: The board authorizing Chad Anderson as EDIAM user to act as Identified Official with Authority (IOwA) for TAPS. Second by **Bauer**. Voting in Favor: **Swanson, Bauer, Holland, Surprenant, Ludeman, Fultz and Swanson**. Voting against: **None**. Absent: **None**
 - J. Motion by **Holland**, second by **Surprenant** to hire Steve Pool as TAPS Head Custodian starting October 24, 2022. **(MC 7-0)**
 - K. Motion by **Bauer**, second by **Surprenant** to transfer funds from the general fund to the community service fund to cover the deficit spending in the School Readiness Restricted program for Fiscal year ending 2022. **(MC 7-0)**
 - L. Member **Fultz** introduced the following resolution and moved its adoption: **RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO ISSUE GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2023A, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,565,000; AND TAKING OTHER ACTIONS WITH RESPECT THERETO** The motion for the adoption of the foregoing resolution was duly seconded by Member **Holland**, and upon vote being taken thereon the following director voted in favor of the motion: **Fultz, Holland, Fultz, Swanson, Bauer, Surprenant, Ludeman and Benson**. and the following voted against: **None** and the following were absent: **None** whereupon the resolution was declared duly passed and adopted. Adjourn. Motion by **Holland**, second by **Surprenant** to adjourn meeting at 7:28 p.m. **(MC 7-0)** The above is an unofficial summary of meeting proceedings. Complete approved minutes are available at www.tracy.k12.mn.us and available in the Superintendent's Office, 934 Pine Street, Tracy, MN.

VISIT CAMPUS

- ▲ **OCTOBER 7, 2022**
Campus Visit Day
- ▲ **NOVEMBER 4, 2022**
Campus Visit Day
- ▲ **DECEMBER 14, 2022**
Career Exploration Event

SOUTHEAST Technical College
 605-367-6040 | admissions@southeasttech.edu
SOUTHEASTTECH.EDU/VISIT

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Public Notice

(First Date of Pub.: Wed., Sept. 28, 2022)
(Dates of Pub.: Wed., Sept. 28, 2022)

Therefore, the City of Tracy Does Ordain:

- The entirety of section 6.20 shall be struck
- The following text shall completely replace section 6.20

SECTION 6.20

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 City.** The City of Tracy, County of Lyon, State of Minnesota.
- 1.2 City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 336 Morgan Street, Tracy, MN 56175. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.
- 1.8 Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date: Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company

finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a rightofway under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance.

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: September 26, 2022

Respectfully submitted,
Erik Hansen
City Administrator

Therefore, the City of Tracy Does Ordain:

Section 6.25

Subd. 1. Purpose The Tracy City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of Tracy, Minnesota.

Subd. 2. Fee Statement A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its electric franchise. This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the public utility company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3 Fees The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

Class	Amount per month
Residential	\$ 2.64
Small C & I – Non-Demand	\$ 2.64
Small C & I – Demand	\$ 5.28
Large C & I	\$ 5.28
Public Street Lighting	\$ 0.00
Municipal Pumping – Non-Demand	\$ 0.00
Municipal Pumping – Demand	\$ 0.00

Subd. 4. Payment The said franchise fee shall be payable to the City in accordance with the terms set forth in section 9 of the franchise agreement. The following schedule shall commence with the NSPM January 2023 billing month:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

Subd. 5. Surcharge. The Minnesota Public Utilities Commission may allow the public utility company to add a surcharge to customer rates of city residents to reimburse the public utility company for the cost of the fee.

Subd. 6. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 6.20, Subdivision 2.5 of the Franchise Agreement.

Subd. 7. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided above.

Passed and approved: September 26, 2022

Respectfully submitted,
Erik Hansen
City Administrator



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