

**City of Grant
City Council Agenda
September 5, 2023**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, September 5, 2023, in a teleconference format and at Town Hall, for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. August 1, 2023 City Council Meeting Minutes
- B. August 2023 Bill List, \$79,711.42
- C. T.A. Schifsky, Aprons Projects, \$106,965.00
- D. City of Mahtomedi, 3rd Quarter Fire Contract, \$40,555.25

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck (no action items)
- B. City Planner, Jennifer Swanson (no action items)
- C. City Attorney, Nick Vivian (no action items)

6. NEW BUSINESS

- A. Consideration of Comcast Cable Expansion Project Agreement-**
- B. Consideration of Ordinance No. 2023-75, Electric Franchise Ordinance –**
- C. Consideration of Ordinance No. 2023-76, Ordinance Implementing an Electric Service Franchise Fee -**
- D. Consideration of Ordinance No. 2023-77, Gas Franchise Ordinance –**
- E. Consideration of Ordinance No. 2023-78, Ordinance Implementing a Gas Service Franchise Fee –**
- F. Consideration of Resolution No. 2023-22, Authorization for Summary Publication -**
- G. Consideration of Resolution No. 2023-20, Preliminary 2024 Budget -**
- H. Consideration of Resolution No 2023-21, Preliminary 2024 Levy -**

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS (no action taken)

- A. Staff Updates (updates from Staff, no action taken)**
- B. City Council Reports/Future Agenda Items (no action taken)**

9. COMMUNITY CALENDAR SEPTEMBER 6 THROUGH SEPTEMBER 30, 2023:

**Mahtomedi Public Schools Board Meeting, Thursday, September 14th and September 28th,
Mahtomedi District Education Center, 7:00 p.m.**

Stillwater Public Schools Board Meeting, Thursday, September 14th, Stillwater City Hall, 7:00 p.m.

Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : August 1, 2023
TIME STARTED : 6:31 p.m.
TIME ENDED : 7:55 p.m.
MEMBERS PRESENT : Councilmember Carr, Tufty, Rog, Giefer,
and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Engineer, Brad Reifsteck; City Planner, City Attorney Christina Benson;
City Treasurer, Sharon Schwarze and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 6:31 p.m.

PUBLIC INPUT

No one was present for public input.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

**Council Member Giefer moved to approve the agenda, as presented. Council Member Tufty
seconded the motion. Motion carried unanimously.**

CONSENT AGENDA

June 27, 2023 City Council Meeting Minutes	Approved
July 2023 Bill List, \$93,366.57	Approved
Northern Salt, \$56,770.56	Approved
Kline Bros. Excavating, Grading, \$20,382.50	Approved
City DOES NOT WAIVE Limits on Tort Liability	Approved

**Council Member Giefer moved to approve the consent agenda, as presented. Council Member
Rog seconded the motion. Motion carried unanimously.**

STAFF AGENDA ITEMS

1 **City Engineer, Brad Reifsteck**

2
3 **PUBLIC HEARING, Consideration of Resolution No. 2023-14, Declaring Costs to be Assessed**
4 **and Ordering Preparation of Proposed Assessment for the Honeye Avenue, 115th Street and**
5 **Hillcrest Court Street Improvement Project**– City Engineer Reifsteck advised following a public
6 hearing, the City Council ordered the public improvements for the Honeye Ave, 115th Street and
7 Hillcrest Court Street Improvement Project at the April 4, 2023 regular Council Meeting. Four bids
8 were received on June 8th, 2023 with a low amount being \$299,873.30. The construction costs,
9 indirect costs, including Legal, Engineering and Administrative costs, amount to a total project cost
10 of \$350,873.30. The City has budgeted and is contributing \$34,785.30 to the Project.

11
12 The improvements are anticipated to be funded by special assessments to benefitting properties, in
13 accordance with the Assessment Policy, adopted by City Council.

14
15 Total benefit amount to be assessed is \$316,088.00. There are 25.75 total buildable units, which
16 includes three lots being assessed at a rate of one quarter of a buildable unit for having an address on
17 an adjacent street and frontage or driveway access to a street being improved. The assessment per
18 buildable unit is \$12,275.26. Anyone wishing to object to the assessment must do so in writing and
19 file with the city clerk prior to or during the assessment hearing.

20
21 Assessments are proposed to be paid in equal annual installments over 15 years for single family
22 residential property, beginning in January 2024 with an annual interest rate of 4.50 percent per
23 annum. The assessment may be paid in whole with no interest charged if the entire assessment is
24 paid prior to November 10th, 2023.

25
26 **Council Member Giefer moved to open the public hearing at 6:37 p.m. Council Member Tufty**
27 **seconded the motion. Motion carried unanimously.**

28
29 Ms. Kathleen MacCarthy, 11565 Hillcrest, came forward and clarified assessment payoffs need to be
30 paid prior to November 10, 2023. She inquired about the project time frame as well as access to
31 driveways and notifications to residents.

32
33 **Council Member Giefer moved to close the public hearing at 6:43 p.m. Council Member Rog**
34 **seconded the motion. Motion carried unanimously.**

35
36 **Council Member Rog moved to adopt Resolution No. 2023-14 as presented. Council Member**
37 **Tufty seconded the motion. Motion carried unanimously.**

38
39 **Consideration of Resolution No. 2023-15, Certifying Special Assessments for the Honeye Ave,**
40 **115th Street and Hillcrest Court Street Improvement Project** – City Engineer Reifsteck advised as
41 the project has been ordered the special assessments need to be certified per the assessment roll
42 included in the packets.

43
44 **Council Member Rog moved to adopt Resolution No. 2023-15, as presented. Council Member**
45 **Tufty seconded the motion. Motion carried unanimously.**

1 **Consideration of Resolution No. 2023-16, Accepting Bids and Awarding a Construction**
2 **Contract for the Honeye Ave, 115th Street and Hillcrest Court Street Improvement – City**
3 Engineer Reifsteck advised following a public hearing, the City Council ordered the public
4 improvements included in the project at the April 4th, 2023 regular council meeting.

5
6 City Council accepted plans and specifications and authorized advertisement for bids at the May 2,
7 2023 regular council meeting.

8
9 Bids were received on June 8th, 2023. The attached letter of recommendation and bid tabulation
10 summary indicates the recommended low bidder as OMG Midwest, Inc. dba MN Paving & Materials
11 of Rogers, MN with a grand total bid of \$299,873.30.

12
13 The improvements are to be funded by special assessments to benefitting properties in accordance
14 with the Assessment Policy, adopted by City Council. The City of Grant is contributing \$34,785.30
15 to lower the overall project costs to be assessed.

16
17 **Council Member Rog made a motion to adopt Resolution No. 2023-16, as presented. Council**
18 **Member Giefer seconded the motion. Motion carried unanimously.**

19
20 **PUBLIC HEARING, Consideration of Resolution No. 2023-17, Ordering Improvements for the**
21 **Knollwood Drive Street Improvement Project – City Engineer Reifsteck advised the City Council**
22 **authorized preparation of the Feasibility Report for the project area on December 5, 2020 and adopted**
23 **the revised report showing updated cost and assessments for Knollwood Drive at June 27th, 2023**
24 **regular council meeting.**

25
26 As identified in the Feasibility Report, total project cost is estimated to be \$219, 836.82 including
27 construction, legal, engineering, administrative, and finance costs.

28
29 The assessments are estimated at \$25,425.73 per buildable unit. There is a total of 8 buildable units
30 along the improvement project.

31
32 The City notified affected property owners and persons expressing interest in the project of the
33 scheduled improvement hearing within the minimum 10-day notification requirement and published
34 the notice of hearing in the City’s official newspaper.

35
36 The improvements are anticipated to be funded by special assessments of benefitting properties, in
37 accordance with the City’s Assessment Policy, adopted by City Council.

38
39 The city has allocated \$16,431 in budgeted maintenance dollars for the project.

40
41 **Council Member Giefer made a motion to open the public hearing at 6:57 p.m. Council**
42 **Member Tufty seconded the motion. Motion carried unanimously.**

43
44 Mr. Terry Fredrickson, 9190 Knollwood Drive, came forward and stated he fully supports moving
45 ahead with the project. He noted the City’s Road Policy is inspiring and is in full support of that
46 policy as well.

1 Mr. Marily Opp, 9130 Knollwood, came forward and stated she supports moving forward with the
2 project as well as her neighbor Ms. Ann Crum.

3
4 Ms. Joanie Knutson, 8235 Knollwood, came forward and stated she is supportive of moving forward
5 with the project and inquired about residents having more input after the bids are received.

6
7 Ms. Tara Christov, 9060 Knollwood, came forward and stated she is in favor of project as long as
8 everyone is assessed the same. She noted the roadway has not been sealcoated in a very long time
9 and additional dollars should be contributed to the project from the City.

10
11 Mr. Justin Bechtel, 9220 Knollwood, provided an email to the City indicated their support for
12 moving the project forward.

13
14 A letter from Bradford Andreson Norrie & Camarotto was entered into the record on behalf of his
15 client, the Nielsens at 9211 Knollwood Drive North. The letter requested the project be "paused" for
16 notification to residents.

17
18 **Council Member Rog moved to close the public hearing at 7:14 p.m. Council Member Tufty**
19 **seconded the motion. Motion carried unanimously.**

20
21 **Council Member Giefer made a motion to adopt Resolution No. 2023-17, as presented. Council**
22 **Member Rog seconded the motion. Motion carried unanimously.**

23
24 **City Planner, Jennifer Swanson (no action items)**

25
26 **City Attorney, Christina Benson**

27
28 **PUBLIC HEARING, Consideration of Ordinance No. 2023-73, An Interim Ordinance**
29 **Prohibiting the Operation of Cannabis Businesses in the City – City Attorney Benson advised**
30 **This legislative session, Minnesota adopted a new law legalizing adult-use cannabis. Along with**
31 **legalizing adult use cannabis, the Legislature adopted a series of laws creating the Office of Cannabis**
32 **Management, licensing schemes for cannabis businesses and hemp businesses, and options for local**
33 **control by cities.**

34
35 **On August 1, 2023, use of recreational cannabis by adults is legal but the sale of cannabis, cannabis**
36 **products, and lower-potency hemp edibles is not legal until the Office of Cannabis Management**
37 **begins accepting, processing, and granting applications for cannabis businesses and hemp businesses.**
38 **The Legislature did not identify a date when the Office of Cannabis Management will begin issuing**
39 **cannabis business and hemp business licenses.**

40
41 **Theoretically, the Office of Cannabis Management has the authority to begin issuing licenses as soon**
42 **as August 1, 2023. However, there is no way to predict when the Office of Cannabis Management**
43 **will begin issuing licenses and as such, there is no way to predict when cannabis businesses and hemp**
44 **business will begin lawful operation in Minnesota.**

45

1 The Office of Cannabis Management will consult with a city prior to issuing a license for a cannabis
2 business or hemp business operation. Once the Office of Cannabis Management issues a license for a
3 cannabis business or hemp business, a city will be compelled to issue a registration to the licensee for
4 operation in their city unless the city has provided consent for the county to issue registrations for
5 their jurisdiction.

6
7 All that being said, edible cannabinoid products, which were made legal in the 2022 Legislative
8 Session, continue to be legal and legal to sell through March 1, 2025. There is a minor difference
9 between lower-potency hemp edibles, which cannot be sold until a license is obtained from the Office
10 of Cannabis Management, and edible cannabinoid products, which can be sold now. An edible
11 cannabinoid product contains a cannabinoid but a lower-potency hemp edible can contain hemp
12 concentrate or cannabinoids. Also, lower-potency hemp edibles can contain a higher amount of
13 cannabidiol, cannabigerol, or any combination of those with THC.

14
15 Cities have the option to operate a municipal cannabis store, prohibit use of cannabis products in
16 public places, restrict the hours of cannabis businesses, limit the number of cannabis businesses, place
17 reasonable time, place, and manner restrictions for cannabis businesses, and finally prohibit cannabis
18 businesses with an interim ordinance through January 1, 2025. Cities also have the option to regulate
19 and restrict hemp businesses with their traditional regulatory authority. Cities do not have the option
20 to prohibit cannabis use in their city; and they do not have the option to prohibit cannabis businesses
21 in the city beyond January 1, 2025.

22
23 Cities have the option to adopt an interim ordinance under traditional zoning authority to pause the
24 operation of hemp businesses for one year, if they perform a study.

25
26 **RECOMMENDATIONS**

- 27
28 1. Given the present unknowns, it is my recommendation the City of Grant adopt an interim
29 ordinance prohibiting the operation of cannabis businesses through January 1, 2025. This will
30 allow the City Council to make decisions about the time, place, manner, and number of
31 cannabis businesses in Grant.
32
33 2. It is also my recommendation the City of Grant adopt an interim ordinance prohibiting the
34 operation of hemp businesses for a period of one year for the same reasons. The legislature
35 did not give cities the option to prohibit the operation of hemp businesses with an interim
36 ordinance through 2025. This means cities may only adopt an interim ordinance for one year.
37 Adopting interim ordinances will give the City time to adopt or amend official controls for
38 cannabis businesses and hemp businesses prior to the Office of Cannabis Management
39 approving licenses in the City.

40
41 **Council Member Rog moved to approve Ordinance No. 2023-73, as presented. Council**
42 **Member Giefer seconded the motion. Motion carried unanimously.**

43
44 **Consideration of Ordinance No. 2023-74, Adult Cannabis in Public Places – City Attorney**
45 **Benson recommended the City of Grant adopt an ordinance prohibiting the use of cannabis flower,**
46 **cannabis products, lower-potency hemp edibles or hemp-derived consumer products in public places.**

1 Law enforcement in other cities have requested such an ordinance be adopted. This ordinance would
2 permit law enforcement in the City of Grant to charge individuals using such products in public
3 places with a petty misdemeanor. While the City of Grant cannot prohibit the use of such products at
4 a private residence, private property where the owner permits the use, or the premises of an
5 establishment or event licensed to permit on-site consumption, the City can prohibit it just about
6 everywhere else with this ordinance.

7
8 **Council Member Rog moved to approve Ordinance No. 2023-74, as presented. Council**
9 **Member Giefer seconded the motion. Motion carried unanimously.**

10
11 **NEW BUSINESS**

12
13 **Consideration of Resolution No. 2023-18, Authorizing Summary Publication of Ordinance No.**
14 **2023-73 – Staff advised Resolution No. 2023-18 authorizes summary publication of Ordinance No.**
15 **2023-73.**

16
17 **Council Member Giefer made a motion to adopt Resolution No. 2023-18, as presented. Council**
18 **Member Rog seconded the motion. Motion carried unanimously.**

19
20 **Consideration of Resolution No. 2023-19, Authorizing Summary Publication of Ordinance No.**
21 **2023-74 – Staff advised Resolution No. 2023-19 authorizes summary publication of Ordinance No.**
22 **2023-74.**

23
24 **Council Member Giefer moved to adopt Resolution No. 2023-19, as presented. Council**
25 **Member Rog seconded the motion. Motion carried unanimously.**

26
27 **Consideration of Language Revision, City of Grant Rules of Procedure – Staff advised suggested**
28 **language change included in the Council packets. Staff recommended a language change simply to**
29 **strike the word “forbidden” and add “strongly discouraged”.**

30
31 **Council Member Carr moved to revise language as presented by Staff. Council Member Rog**
32 **seconded the motion. Motion carried with Council Member Giefer voting nay.**

33
34 **UNFINISHED BUSINESS**

35 There was no unfinished business.

36 **DISCUSSION ITEMS (no action taken)**

37 **Staff Updates (updates from Staff, no action taken)**

38 **City Council Reports/Future Agenda Items**

39
40 **COMMUNITY CALENDAR AUGUST 2 THROUGH AUGUST 31, 2023:**

41 **Mahtomedi Public Schools Board Meeting, Thursday, August 10th and August 24th, Mahtomedi**
42 **District Education Center, 7:00 p.m.**

COUNCIL MINUTES

August 1, 2023

1 **Stillwater Public Schools Board Meeting, Thursday, August 10th, Stillwater City Hall, 7:00**
2 **p.m.**

3 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**

4
5 **ADJOURNMENT**

6 **Council Member Giefer moved to adjourn at 7:55 p.m. Council Member Tufty seconded the**
7 **motion. Motion carried unanimously.**

8

9

10 These minutes were considered and approved at the regular Council Meeting September 5, 2023.

11

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15 _____
Kim Points, Administrator/Clerk

Jeff Huber, Mayor

16

17

Fund Name: All Funds

Date Range: 08/07/2023 To 08/29/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
08/28/2023	Todd Smith	16208	Monthly Assessment Services - August	N	Property Assessor	100-41208-300-	\$ 2,173.00
		Total For Check					\$ 2,173.00
08/28/2023	Eckberg Lammers	16209	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 1,350.00
		16209			Legal Fees - Complaints	100-41205-304-	\$ 430.00
		16209			Legal Fees - Prosecutions	100-41206-304-	\$ 2,500.00
		Total For Check					\$ 4,280.00
08/28/2023	Waste Management	16210	Recycling -	N	Recycling	100-43011-384-	\$ 5,777.00
		Total For Check					\$ 5,777.00
08/28/2023	T. A. Schifsky & Sons, Inc.	16211	Aprongs	N	Special Road Projects	100-43128-224-	\$ 106,965.00
		Total For Check					\$ 106,965.00
08/28/2023	Washington County Public Works	16212	invoice#216320 - Lights 17 & 36 - 2nd quarter	N	Street Lights	100-43117-330-	\$ 105.91
		Total For Check					\$ 105.91
08/28/2023	LRS Portables	16213	Town Hall	N	Town Hall Porta Pot	100-43007-210-	\$ 134.00
		Total For Check					\$ 134.00
08/28/2023	A.R.C Paving	16214	Potholing - Inv#151	N	Pothole Repairs	100-43109-220-	\$ 6,950.83
		Total For Check					\$ 6,950.83
08/28/2023	Woodchuck	16215	Dead tree is ROW	N	Road Brushing	100-43114-220-	\$ 1,800.00
		Total For Check					\$ 1,800.00
08/28/2023	City of Mahtomedi	16216	3rd Quarter Fire Contract	N	Fire - Mahtomedi	100-42002-300-	\$ 40,555.25
		Total For Check					\$ 40,555.25
08/28/2023	KEI Enterprises	16217	August Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 17,750.00
		Total For Check					\$ 17,750.00
08/28/2023	Croix Valley Inspector	16218	Building Inspector	N	Building Inspection	100-42004-300-	\$ 15,342.27
		Total For Check					\$ 15,342.27
08/28/2023	Comcast	CCEF111	Town Hall Wifi -	N	Town Hall Maintenance	100-43003-210-	\$ 181.37
		Total For Check					\$ 181.37
08/28/2023	IRS	EFT180	August23	N	Clerk FICA/Medicare	100-41103-100-	\$ 445.51
		EFT180			Clerk Medicare	100-41105-100-	\$ 84.44
		EFT180			Federal Withholding	100-41107-100-	\$ 468.75

Fund Name: All Funds

Date Range: 08/07/2023 To 08/29/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		EFT180			Social Security Expens	100-41109-100-	\$ 361.07
		EFT180					\$ 1,359.77
08/28/2023	IRS	EFT181	August23Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT181			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT181			Federal Withholding	100-41107-100-	\$ 100.00
		EFT181			Social Security Expens	100-41109-100-	\$ 80.60
		EFT181					\$ 298.90
08/28/2023	Check Card	EFT8-07-23	Amazon - Town Hall Blinds	N	Town Hall Repairs	100-43002-220-	\$ 301.74
		EFT8-07-23					\$ 301.74
08/28/2023	Xcel Energy	ExcelEFT26	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 18.77
		ExcelEFT26				100-43004-381-	\$ 101.49
		ExcelEFT26			Well House Electricity	100-43010-381-	\$ 12.53
		ExcelEFT26			Street Lights	100-43117-381-	\$ 70.31
		ExcelEFT26					\$ 203.10
08/28/2023	T-Mobile	TMEFT23	City Phone	N	Road Expenses - Other	100-43116-210-	\$ 20.00
		TMEFT23					\$ 20.00
08/29/2023	PERA	16219	PERA	N	Clerk Salary	100-41101-100-	\$ 378.54
		16219			Clerk PERA	100-41102-120-	\$ 436.78
		16219					\$ 815.32
08/29/2023	SHC, LLC	16220	Planning Services	N	City Planner	100-41209-300-	\$ 1,501.50
		16220			Escrow	100-49320-300-1019	\$ 1,781.50
		16220				100-49320-300-1020	\$ 462.00
		16220				100-49320-300-1021	\$ 385.00
		16220					\$ 4,130.00
08/29/2023	Kline Bros Excavating	16221	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 2,100.00
		16221			Gravel Road Costs	100-43106-220-	\$ 2,147.50
		16221					\$ 4,247.50
08/29/2023	Paul Ramseth	16222	COC Escrow Refund	N	Escrow	100-49320-300-1020	\$ 438.00
		16222					\$ 438.00
08/29/2023	Cedar Creek Energy	16223	COC Escrow Refund	N	Escrow	100-49320-300-1021	\$ 515.00
		16223					\$ 515.00
08/29/2023	WSB & Associates	16224	Engineering - July23	N	Engineering Fees - General	100-41203-300-	\$ 2,667.50

Fund Name: All Funds

Date Range: 08/07/2023 To 08/29/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>FA-O-P</u>	<u>Total</u>
		16224			Road Engineering Fees	100-43102-300-	\$ 1,980.50
		16224			Utility//ROW Permits	100-43132-300-	\$ 747.00
		16224			Grading Permit	100-43135-300-	\$ 498.00
		16224			Escrow	922-49320-300-	\$ 84.75
Total For Check							\$ 5,977.75
Total For Selected Checks							\$ 227,231.67



INVOICE

Invoice Number: 23-153/#1
 Invoice Date: Jul 31, 2023
 Page: 1

2370 EAST HIGHWAY 36
 NORTH SAINT PAUL, MN 55109

Voice: 651-777-1313
 Fax: 651-777-7843

Bill To:
 CITY OF GRANT
 ATTN: CITY CLERK
 P.O. BOX 577
 WILLERNIE, MN 55090
 USA

Customer PO	Payment Terms	Due Date
	Net 30 Days	8/30/23

Quantity	Description	Unit Price	Amount
	2023 GRANT PAVEMENT APRONS PROJECT		
	7/19/2023		
	ITEMS T&M		
1.00	MOBILIZATION - (LS)	4,000.00	4,000.00
	AGGREGATE BASE CLASS V - (CY)		
381.00	TYPE SP 12.5 WEARING COURSE (2,B) - (TON)	265.00	100,965.00
1.00	TRAFFIC CONTROL - (LS)	2,000.00	2,000.00

Subtotal	106,965.00
Sales Tax	
Total Invoice Amount	106,965.00
Payment/Credit Applied	
TOTAL	106,965.00

1 1/2% late charge per month charged on accounts past due.

**AGREEMENT BETWEEN
THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA
AND
COMCAST CABLE COMMUNICATIONS, LLC
FOR A BROADBAND EXPANSION PROJECT
PURSUANT TO THE
2023 BORDER TO BORDER PROGRAM**

This Agreement is dated [DATE] (the "Effective Date") between the City of Grant, Washington County, Minnesota (the "City") and Comcast Cable Communications, LLC ("Comcast"). Comcast and the City are each a "Party" and, collectively, the "Parties."

WHEREAS, the City is authorized to expend American Rescue Plan Act ("ARPA") funds to ensure that unserved residents and businesses in the City have access to broadband in order to promote economic development within the Project Area, and

WHEREAS, Comcast provided an estimate of costs to support a "Project," whereby Comcast will design, build, own, operate, manage and maintain a fiber cable network extension that will provide access to broadband internet service to certain unserved residents in the Project Area,

WHEREAS, the City determined that the public interest is served by contracting with Comcast to bring broadband to certain residents in the Project Area, and

WHEREAS, the City and Comcast intend to fund the Project as set forth in this Agreement;

Now THEREFORE, the Parties hereto do mutually agree as follows:

1. Definitions

- a) "Broadband Service" means high speed internet service capable of 100Mbps download and 20 Mbps upload speeds and be scalable to a minimum of 100Mbps symmetrical for download and upload speeds based on future technology advances.
- b) "Cable Franchise Agreement" means the grant of authority issued to Comcast of Arkansas / Louisiana / Minnesota / Mississippi / Tennessee, LLC, an affiliate of Comcast, by the City to own and operate its network in the public rights of way dated April 1, 2021.
- c) "Excusable Delay Event" means a delay that results from: (1) an event described in Section 18 of this Agreement that impacts Comcast's ability to achieve Final Completion of the Project- including, but not limited to make-ready work that is not completed within six (6) months of Comcast's submission of a proper application for utility pole attachments.
- d) "Final Completion" means the date certified in writing by Comcast that construction of the Network has been completed by the Comcast and the locations in the Project Area

are Serviceable.

- e) "Network" means the fiber communications network extension that Comcast builds in the City.
- f) "Project" means the work funded by Comcast and the City under this Agreement.
- g) "Project Area" means the residential or business addresses intended to be served by the Network funded by the Project as set forth in Exhibit A.
- h) "Serviceable" means a location in the Project Area which has access to the Broadband Service, subject to the installation conditions of the Cable Franchise Agreement.

2. Notice of Federal Contract

The City was awarded federal funds under ARPA and has elected to use a portion of such federal funds to provide contracts as part of the Project. This Agreement is considered a contract as defined in 2 CFR §200.1. As defined by 2 CFR §200.1, "contract" means "a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award."

3. Term and Termination.

- a) This Agreement shall commence on the Effective Date and shall expire upon the date of Final Completion, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the forgoing, Comcast may terminate this Agreement at any time, with or without reason, at its convenience by giving the City thirty (30) days prior written notice of such termination.
- b) This Agreement may be terminated for default for a breach of any one or more material terms of this Agreement that the breaching party fails to remedy in accordance with this section. In the event of a breach of one or more material terms of this Agreement, the non-breaching party must provide written notice of the breach(es) to the breaching party. In the event that the breaching party does not cure the breach(es) within thirty (30) calendar days from receipt of the non-breaching party's written notice (or such longer time to which the Parties may agree), the non-breaching party may terminate this Agreement, in whole or in part.
- c) Termination of this Agreement by either Party as permitted herein shall not limit the legal rights and remedies otherwise available to either Party.

4. Project Description.

Comcast shall construct a Network capable of delivering Broadband Service to certain unserved premises in the Project Area. The Project Area includes approximately two hundred

fifty (250) residential/business premises that currently lack access to a reliable wireline connection that delivers broadband internet speeds, making said premises unserved according to the criteria established by the U.S. Department of the Treasury ("Treasury") pursuant to the ARPA.

5. Performance of the Work.

- a) Comcast, a contractor defined under 2 CFR 200.331(b), will design, build, own, operate, manage and maintain the Network that will provide access to Broadband Service in the Project Area. Upon Final Completion, Comcast will operate the Network consistent with the terms of its Cable Franchise Agreement.
- b) Final Completion of the Project shall occur on or before November 30, 2025; provided, however, that the date for Final Completion will be extended for each day of delay caused by the occurrence of an Excusable Delay Event. The Parties agree that they have a shared interest in pursuing options that would expedite the construction and completion of the Project in order to accelerate access to Broadband Service in the Project Area. In furtherance of this shared interest, the Parties shall cooperate to identify appropriate mechanisms to accelerate Project performance, including, but not limited to assisting in expediting the issuance of necessary permits.
- c) Comcast acknowledges that it is solely responsible for all Project decisions, the preparation of all plans and specifications, and for developing, performing, and completing the Project. As a contractor under this Agreement, the Parties agree that Comcast shall not be required to comply with the cost principles (2 CFR 200 Subpart E or 48 CFR Part 31) and the procurement practices (2 CFR 200.317-327 and 2 CFR Part 200 Appendix II) in 2 CFR Part 200.

6. Project Personnel.

Each Party shall provide written notice to the other Party within five (5) business days of the Effective Date identifying the person serving as each Party's project manager to support effective communication and to report on the Project's progress. Each Party's notice shall also include the address, phone numbers, and email address for the Project Manager. In the event there is a change in a Party's Project Manager, the affected Party shall provide (a) prompt written notice to the other Party of the change and (b) the new Project Manager's contact information.

7. Ownership of Project and Service Requirements.

- a) Comcast shall retain ownership in and have exclusive use of the Network and all equipment used or deployed in connection with the Project. All right, title, and interest in the Network, including all equipment, supplies, or intangibles acquired or improved in connection with the Network shall vest in Comcast and such ownership is not conditional.

- b) Comcast shall operate and maintain the Network consistent with applicable industry standards and offer the Broadband Service Serviceable location in the Project Area under terms, conditions and prices reasonably consistent with what Comcast offers to its customers in the Project Area.

8. Payment.

- a) In consideration of Comcast's agreement to complete the Project, the City shall pay to Comcast an amount of One Hundred Fifty Thousand DOLLARS (\$150,000) payable as set forth in Section 9. The City represents and warrants that they are authorized to expend such funds and that they shall comply with any and all applicable laws related to the expenditure of such funds. Comcast shall not be required to offset any income received from the services it provides in the Project Area against any payment made by the City to Comcast under this Agreement.
- b) Comcast shall contribute any amount of the Project cost beyond amounts received from the State of Minnesota; Washington County, Minnesota; and the City.
- c) As a contractor under this Agreement, the Parties agree that any income generated by Comcast from this Contract shall not be considered program income as defined in 2 CFR 200.1 and Comcast may use any income generated from this Contract without restriction. The Parties agree that income from indefeasible rights of use (IRUs) and leases relating to broadband infrastructure that Comcast receives shall not be considered program income as defined in 2 CFR 200.1.

9. Invoicing and Payment.

a) Reporting/Payment Schedule

- i. Comcast shall submit invoices for payment and Project status reports to the City Project Manager.
- ii. Comcast shall submit invoices, accompanied by a Project status report, with appropriate supporting documentation, to the City, no more frequently than quarterly. Comcast shall be permitted to account for all cost expenditures submitted to the Government using its existing GAAP accounting standards and shall not be subject to cost accounting standards set forth in 2 CFR 200 Subpart E or 48 CFR Part 31.
- iii. The City shall pay Comcast within thirty (30) days of receipt of an invoice and Project status report.

10. Audit and Monitoring.

The Parties agree that Comcast, as a contractor under this Agreement, is not subject to the audit requirements at 2 CFR Part 200, Subpart F.

11. System for Award Management.

Comcast shall maintain an active System for Award Management (SAM) registration at all times while this Agreement is in effect.

12. Retention of Records

Records and accounts which support this Agreement shall be maintained for a period of three years pursuant to 2 CFR 200.334.

13. Confidentiality.

The Grantee and City must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. 1308 apply to the release of the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14. Limitation of Liability.

a) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCE OR LEGAL THEORY (TORT, CONTRACT OR OTHERWISE), SHALL COMCAST BE LIABLE TO THE CITY FOR INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"), ARISING UNDER THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) THE MAXIMUM LIABILITY OF COMCAST UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THE CITY WILL PAY TO COMCAST AS SET FORTH IN SECTION 8.a OF THIS AGREEMENT.

15. Changes.

In the event the City requests any change to the Project that causes an increase in the cost or time required for performance of the Project, Comcast shall notify the City of such within thirty

(30) calendar days from the date of receipt of the City's written request. If the Parties agree to such changes in writing, the funding for the Project and the Final Completion date shall be equitably adjusted to incorporate such changes. Any request for work to be performed by Comcast outside the scope of this Agreement must be addressed under a separate agreement and be executed by the Parties prior to performance.

16. Assignment; Transfer.

Neither Party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other Party, except that without such consent Comcast (i) may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) may assign this Agreement to an affiliate or subsidiary, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Project.

17. Nondiscrimination.

Comcast agrees to comply with all applicable federal, state, and local statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. Comcast shall not discriminate in the hiring of any applicant for employment nor shall any qualified Comcast employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identification, or for exercising any rights afforded by law.

18. Excusable Delay Event.

Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, delays in obtaining permits, permissions, or consents required for or associated with the Project, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

19. Governing Law and Venue.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Minnesota without regard to its conflict of laws principles. Any dispute arising under this Agreement that is not settled between the Parties shall take place in any court of competent jurisdiction in the State of Minnesota. Each Party shall bear its respective legal costs. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY**

IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

20. Compliance With Laws.

- a) In general. The Parties agree to comply with all applicable local, state and federal laws, regulations, and ordinances in the performance of this Agreement.
- b) Other than those sections of 2 CFR 200 specifically cited in this Agreement, Comcast shall only be required to comply with those sections of 2 CFR 200 Appendix II applicable to a for profit contractor.
- c) Prevailing wage laws. In the event Comcast is required to comply with a prevailing wage labor requirement, the City acknowledges that it shall be the City's responsibility to provide Comcast with the specific wage determinations applicable to the work to be performed by Comcast under this Agreement that will be subject to such requirement. Any failure of the City to do so that delays Comcast's performance under this Agreement shall be deemed an Excusable Delay Event.

21. Modification; Amendment.

This Agreement shall not be modified or amended, in whole or in part, except by written agreement signed by the Parties.

22. Survival.

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either Party or the Parties shall also survive the completion, expiration, termination, or cancellation of this Agreement.

23. Headings; Exhibits.

The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

24. Construction.

In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

25. Counterparts.

This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

26. Entire Understanding.

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Project or the Parties' rights or obligations relating to the Project.

27. Waivers.

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement executed by the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.

28. Notice.

Any notice provided in accordance with this Agreement shall be in writing and shall be sent by electronic mail to the Project Manager with a copy to the individuals listed below.

City:

Comcast:

With a copy to:

Comcast Cable Communications Management, LLC
Attn: Cable Legal
One Comcast Center
1701 John F Kennedy Blvd
Philadelphia, PA 19103
Legal_Notices@comcast.com

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the receiving party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

ATTEST: _____

COMCAST CABLE COMMUNICATIONS, LLC

By: _____

Name: _____

Title: _____

ATTEST: _____

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

By: _____

Name: _____

Title: _____

EXHIBIT A

BUILDING_ADDRESS_TEXT

10745 KIMBRO AVENUE CT N
11520 110TH ST N
10684 LANSING AVE N
11130 JULIANNE AVE N
11950 80TH ST N
10775 KIMBRO AVENUE CT N
10505 107TH ST N
11392 88TH ST N
11655 120TH ST N
11410 115TH ST N
11755 102ND ST N
10766 MANNING TRAIL CT N
10484 KISMET AVE N
10768 MANNING TRAIL CT N
11260 110TH ST N
10475 114TH ST N
9850 MANNING AVE N
10475 110TH ST N
6667 KEATS N AVE
10300 KISMET LN N
10801 KELVIN AVE N
8350 LOFTON AVE N
10597 114TH ST N
9797 LANSING AVE N
11510 LOCKRIDGE AVE N
9533 LANSING AVE N
11525 LANSING AVE N
11749 KEATS AVE N
11610 LOCKRIDGE AVE N
11204 DELLWOOD RD N
11900 MANNING TRL N
9752 LANSING AVE N
11108 MANNING TRL N
11769 80TH ST N
10130 MANNING AVE N
11890 97TH ST N
11498 JULIANNE AVE N
10361 110TH ST N
9190 KNOLLWOOD DR N
10000 LANSING AVE N
9731 110TH ST N
10254 117TH ST N
10720 MANNING TRAIL CT N
10205 103RD ST N

11802 97TH ST N
9135 KNOLLWOOD DR N
11331 MANNING TRL N
9209 LANSING AVE N
10545 110TH ST N
10670 114TH ST N
10270 KISMET AVE N
11054 DELLWOOD RD N
9130 KNOLLWOOD DR N
11644 MCKUSICK RD N
7452 MANNING AVE N
10833 114TH ST N
10777 110TH ST N
11740 LOCKRIDGE AVE N
11797 97TH ST N
9224 LANSING AVE N
11140 LANSING AVE N
8390 LOFTON AVE N
10527 118TH ST N
10517 118TH ST N
10530 114TH ST N
10441 LANSING AVE N
11540 115TH ST N
10430 110TH ST N
9704 MANNING AVE N
9653 LANSING AVE N
11920 JULY AVE N
11177 MCKUSICK RD N
11788 KIMBRO AVE N
11305 DELLWOOD RD N
11591 MCKUSICK RD N
10905 LANSING AVE N
8398 LOFTON AVE N
10909 105TH ST N
10590 110TH ST N
10940 105TH ST N
10256 KISMET AVE N
11202 LANSING AVE N
11233 MANNING TRL N
10425 KISMET AVE N
11780 110TH ST N
10503 117TH ST N
10985 105TH ST N
11540 MCKUSICK RD N
10950 KELVIN AVE N
7400 MANNING AVE N
11800 KEATS AVE N

10746 MANNING TRAIL CT N
11492 MCKUSICK RD N
10677 114TH ST N
8401 LOFTON AVE N
10650 MANNING AVE N
10220 117TH ST N
11520 MCKUSICK RD N
6428 MANNING AVE N
11535 DELLWOOD RD N
6764 MANNING AVE N
10431 LANSING AVE N
10440 114TH ST N
10760 105TH ST N
10120 MANNING AVE N
11660 115TH ST N
10274 KISMET LN N
7060 MANNING AVE N
7340 MANNING AVE N
8614 MANNING AVE N
9254 MANNING AVE N
10675 110TH ST N
10480 114TH ST N
8496 LOFTON AVE N
11589 110TH ST N
8400 MANNING AVE N
11777 MCKUSICK RD N
10749 110TH ST N
11260 LANSING AVE N
8470 LOFTON AVE N
11151 88TH ST N
11091 MANNING TRL N
7130 MANNING AVE N
11119 LOCKRIDGE CT N
11109 LOCKRIDGE CT N
10840 105TH ST N
10010 KISMET AVE N
10731 DELLWOOD RD N
11030 115TH ST N
11480 LANSING AVE N
10510 118TH ST N
11575 LOCKRIDGE AVE N
10555 114TH ST N
11275 110TH ST N
11675 KEATS AVE N
10524 118TH ST N
10033 117TH ST N
10348 MANNING AVE N

11720 MANNING TRL N
10725 KIMBRO AVENUE CT N
10550 110TH ST N
9051 LANSING AVE N
9211 KNOLLWOOD DR N
11800 KEYSTONE AVE N
6492 MANNING AVE N
7430 MANNING AVE N
11739 80TH ST N
9220 Knollwood Dr N
9240 Knollwood Dr N
9235 Knollwood Dr N
10944 Dellwood Rd N
10910 Dellwood Rd N
9060 Knollwood Dr N
10491 Dellwood Rd N
10750 Dellwood Rd N
10450 Dellwood Rd N
10799 88th St N
10847 88th St N
10875 88th St N
11121 88th St N
11521 88th St N
11770 McKusick Rd N
11840 McKusick Rd N
8614 Manning Ave N
8460 Lofton Ave N
8450 Lofton Ave N
8728 Manning Ave N
7824 Manning Ave N
7710 Manning Ave N
7200 Manning Ave N
6950 Manning Ave N
6900 Manning Ave N
6866 Manning Ave N
6660 Manning Ave N
6558 Manning Ave N
6492 Manning Ave N
9426 Lansing Ave N
9402 Lansing Ave N
9273-9489 Lansing Ave N
9431 Lansing Ave N
9550 Lansing Ave N
11655 Lansing Ave N
11589 Lansing Ave N
11540 Lansing Ave N
10745 114th St N

10927 114th St N
11285 Lansing Ave N
11045 115th St N
11395 Lansing Ave N
11691 Lansing Ave N
11680 Lockridge Ave N
11695 Lockridge Ave N
11630 Manning Trl N
11560 Lockridge Ave N
11691 115th St N
11390 Manning Trl N
11409 Manning Trl N
11361 Manning Trl N
11290 Manning Trl N
11625 115th St N
11591 115th St N
11505 115th St N
11131 Lockridge Ct N
11120 Lockridge Ct N
11090 Lockridge Ct N
11000-11108 Lockridge Ct N
Saint Matthews Church, Grant, , USA
11485 110th St N
11707 110th St N
11750 110th St N
10995 Manning Trl N
11160 Manning Trl N
11220 Manning Trl N
11161 Manning Trl N
11202 Lansing Ave N
10420 110th St N
10610 110th St N
10740 110th St N
10980 Lansing Ave N
10833 110th St N
10191 110th St N
10900 Kelvin Ave N
10800 Kelvin Ave N
10600 Kelvin Ave N
9989 110th St N
9923 110th St N
10311 107th St N
10385 107th St N
10705 Kimbro Ave N
10311 Kismet Ave N
10774-10998 105th St N
10633 Lansing Ave N

10555 Lansing Ave N
10777 Lansing Ave N
11233 110th St N
11383 110th St N
11380 110th St N
11440 110th St N
11769 110th St N
11777 102nd St N
11840 102nd Street Ct N
11675 Lansing Ave N
11800-11998 102nd St N
11955 102nd St N
11877 102nd Street Ct N
9912 Manning Ave N
11779 97th St N
11750 97th St N
11870 97th St N
11930 97th St N
11811 97th St N
9440 Manning Ave N
9370 Manning Ave N
11770 Dellwood Rd N
11765 Dellwood Rd N
11719 Dellwood Rd N
11727 Dellwood Rd N
11669 Dellwood Rd N
8959 Lansing Ave N
10310 Kismet Ln N
10286 Kismet Ln N
10280 Kismet Ln N
10291 Kismet Ln N



The following information is provided to help your community as it discusses electric and gas franchise fees. **Given market sensitivity to electric and gas rates, we encourage cities to discuss franchise fees with residents and businesses before taking action.**

1. The fee projection provided is based upon Xcel Energy’s Grant customers in the previous 12 months, ending July 2023. The table on page 2 shows the fee that would be reflected on each customer’s monthly bill.
2. Cities have the option to collect per-customer franchise fees for gas and/or electric service within their city. Presently, the City of Grant only collects fees on our customers’ electric bills. The existing franchise agreement and fee agreement expires 12/1/2023 and must be renewed (or extended) 90 days before expiration. If no action is taken and the agreement expires, then Xcel Energy will not have authority to collect fees.
3. Franchise fees are collected in lieu of any other permit fees assessed to Xcel Energy.
4. Xcel Energy retains no portion of a franchise fee – all fees collected are remitted to the city on a quarterly basis. The city may use this fee revenue as they wish.
5. Fee collection begins within 90 days of receipt of documentation supporting city council action to implement fees.

Electric Rate Classifications	Monthly Electric Usage
Small C&I: Non-Demand	Maximum load less than 25 KW per month Example: small retail shop
Small C&I: Demand	Maximum load between 25 – 100 KW per month Example: restaurant
Large C&I	Maximum load over 100 KW per month Example: manufacturer, school, hospital

Gas Rate Classifications	Monthly Gas Usage
Commercial Firm: Non-Demand	Firm peak day load less than 500 Therms per day Example: convenience store, retail, small business
Commercial Firm: Demand	Firm peak day load greater than 500 Therms per day Example: Large retailer, industrial business, school
Small Interruptible	Peak day loads more than 500 Therms but fewer than 2000 Therms, and agree to curtailment of gas service Example: manufacturer, school, hospital, business with a central heating plant
Med & Large Interruptible	Peak day loads of more than 2000 Therms per day, and agree to curtailment of gas service Example: same as above

Franchise Fee Analysis / Options

August 2023

Customer Classification Electric	Current Rate	Elec Rate Option A	Elec Rate Option B	Elec Rate Option C
Residential	\$ 2.35	\$ 2.50	\$ 2.75	\$ 3.00
Small C&I: Non-Demand	\$ 2.00	\$ 2.75	\$ 3.25	\$ 3.75
Small C&I: Demand	\$ 14.00	\$ 17.00	\$ 20.00	\$ 23.00
Large C&I	\$ 75.00	\$ 85.00	\$ 95.00	\$ 105.00
Public Street Lighting	\$ 2.00	\$ 0.00	\$ 0.00	\$ 0.00
Municipal Pumping	\$ 2.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Annual Collection -- Electric	\$ 57,688	\$ 63,195	\$ 70,404	\$ 77,613
Estimated Annual Collection Increase - Elec		\$ 5,507 9.6%	\$ 12,716 22.0%	\$ 19,925 34.5%
Customer Classification Gas	Current Rate	Gas Rate Option A	Gas Rate Option B	Gas Rate Option C
Residential	\$ 0.00	\$ 2.00	\$ 2.50	\$ 3.00
Commercial Firm: Non-Demand	\$ 0.00	\$ 4.00	\$ 4.75	\$ 5.75
Commercial Firm: Demand	\$ 0.00	\$ 80.00	\$ 90.00	\$ 100.00
Small Interruptible	\$ 0.00	\$ 20.00	\$ 25.00	\$ 30.00
Med & Lrg Interruptible	\$ 0.00	\$ 50.00	\$ 60.00	\$ 70.00
Total Annual Collection Xcel Energy Gas	\$ 0.00	\$ 38,304	\$ 47,715	\$ 57,291
Estimated Annual Collection Increase - Gas				

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2023-75.

CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF GRANT, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, ORDAINS:

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 Grant, County of Washington, 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, at PO Box 577, Willernie, MN. 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 subject to Section 9.1 of this Ordinance. 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 right-of-way 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 from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts.

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$ 2.35
Sm C & I – Non-Dem	\$ 2.00
Sm C & I – Demand	\$ 14.00
Large C & I	\$ 75.00
Public Street Ltg	\$ 2.00
Muni Pumping –N/D	\$ 2.00
Muni Pumping – Dem	\$ 2.00

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. 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. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

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.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

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 5, 2023

Mayor

Attest:

City Clerk

Date Published: _____

ORDINANCE NO. 2023-78

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF GRANT

THE CITY COUNCIL OF THE CITY OF GRANT DOES ORDAIN:

SECTION 1. The City of Grant Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Grant 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 natural gas services within the City of

- (a) Pursuant to City Ordinance 2023-77, a Franchise Agreement between the City of Grant and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM January, 2024 billing month.

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 gas 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 Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. 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 in above.

Passed and approved: September 5, 2023.

Mayor

Attest:

City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Gas Utility

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:

<u>Class</u>	<u>Amount per month</u>
Residential	\$2.00
Commercial Firm Non-Demand	\$4.00
Commercial Firm Demand	\$80.00
Small Interruptible	\$20.00
Medium and Large Interruptible	\$50.00
Firm Transportation	\$0
Interruptible Transportation	\$0

Franchise fees are submitted to the City on a quarterly basis as follows:

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.

ORDINANCE NO. 2023-76

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF GRANT

THE CITY COUNCIL OF THE CITY OF GRANT DOES ORDAIN:

SECTION 1. The City of Grant Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Grant 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 Grant.

- (a) Pursuant to City Ordinance 2023-76, a Franchise Agreement between the City of Grant and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM January 2024 billing month.

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 Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. 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 5, 2023.

Mayor

Attest:

City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Electric Utility

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:

<u>Class</u>	<u>Amount per month</u>
Residential	\$2.35
Small C & I – Non-Demand	\$2.00
Small C & I – Demand	\$14.00
Large C & I	\$75.00
Public Street Lighting	\$2.00
Municipal Pumping – Non-Demand	\$2.00
Municipal Pumping – Demand	\$2.00

Franchise fees are submitted to the City on a quarterly basis as follows:

- 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.

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2023-77.

CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF GRANT, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, ORDAINS:

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 Grant, County of Washington, 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 Gas 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 **Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.
- 1.7 **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, PO Box 577, Willernie, MN 55090. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **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 Gas 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 Gas 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 Gas service in City are subject to the jurisdiction of the Commission.

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.** Gas 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. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas 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 gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas 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 subject to Section 9.1 of this Ordinance. 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 Gas 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 Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas 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 Gas 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 Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas 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 Gas 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 Gas 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 Gas 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 Gas 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 Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas 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 Gas 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 Gas 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 is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

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 Gas 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 Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas 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 right-of-way 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 the Company, the City may impose on the Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$ 2.00
Commercial Firm Non-Demand	\$ 4.00
Commercial Firm Demand	\$ 80.00
Small Interruptible	\$ 20.00
Medium and Large Interruptible	\$50.00
Firm Transportation	\$ 0
Interruptible Transportation	\$ 0

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. 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. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 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 gas 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 gas 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 gas 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.

9.4 Terms Defined.

9.4.1 "Customer Class" shall refer to classes listed in the Fee Schedule and as defined or determined in Company's gas rate book on file with the Commission.

9.4.2 "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 Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.

9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

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 Gas franchise granted to Company or its predecessor.

Passed and approved: September 5, 2023

Mayor

Attest:

City Clerk

Date Published: _____

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2023-75, ORDINANCE NO. 2023-76, ORDINANCE NO. 2023-77, ORDINANCE NO. 2023-78. AN ORDINANCE ADOPTING ELECTRIC FRANCHISE; ELECTRIC SERVICE FEE; ESTABLISHING GAS FRANCHISE ORDINANCE AND GAS SERVICE FRANCHISE FEE

WHEREAS, On September 4, 2023, at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77, and Ordinance No. 2023-78 amending the City Code relating to electric franchise and electric service fee and establishing gas franchise and gas service fee; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77 and Ordinance No. 2023-78 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77, Ordinance No. 2023-78 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77, and Ordinance No. 2023-78.

NOW THEREFORE BE IT RESOLVED, the City Council for the City of Grant hereby:

1. Approves the text of the summary of Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77, Ordinance No. 2023-78 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2023-75, Ordinance No. 2023-76, Ordinance No. 2023-77, and Ordinance No. 2023-78 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 5th day of September, 2023.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

ATTACHMENT A

Ordinance Summary

Ordinance No. 2023-75

Ordinance No. 2023-76

Ordinance No. 2023-77

Ordinance No. 2023-78

**AN ORDINANCE AMENDING THE CITY CODE TO EXTEND ELECTRIC FRANCHISE,
ELECTRIC SERVICE FRANCHISE FEE, ESTABLISHING A GAS FRANCHISE ORDINANCE
AND A GAS SERVICE FRANCHISE FEE**

On September 5, 2023, the City of Grant adopted four ordinances approving electric franchise ordinance, franchise fee; and establishing a gas franchise ordinance and gas franchise fee.

A printed copy of the Ordinance is available for inspection by any person during regular office hours at the office of the City Clerk or by standard or electronic mail.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2023-20**

**RESOLUTION ADOPTING PRELIMINARY CITY GENERAL FUND BUDGET FOR
2024**

WHEREAS, the City of Grant established a preliminary certification of the City of Grant's general levy at its September 5, 2023 meeting; and

WHEREAS, the City of Grant is not required to and will not hold public hearings for the 2024 preliminary budget; and

WHEREAS, the City Council for the City of Grant wishes to establish its preliminary 2024 budget which must be certified to the Washington County Auditor/Treasurer by September 30, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, as follows:

BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota hereby adopts a preliminary City general fund budget for 2024 in the amount of \$2,492,954..

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Jeff Huber -
Council Member Carr -
Council Member Tufty -
Council Member Giefer -
Council Member Rog -

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 5th day of September, 2023.

Jeff Huber, Mayor

Kim Points, Administrator/Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2023-21**

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR
THE CITY'S GENERAL FUND AT \$1,444,216.**

WHEREAS, the State of Minnesota requires the City to adopt a proposed, preliminary levy certification for its General Fund; and

WHEREAS, the City Council is required to adopt its 2024 Preliminary Levy Certification on or before September 30, 2023; and

WHEREAS, the City Council of the City of Grant wishes to comply with State law in this area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, as follows:

Establish the 2024 General Fund Preliminary Levy's certification at \$1,444,216.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Jeff Huber -
Council Member Carr -
Council Member Tufty -
Council Member Giefer -
Council Member Rog -

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 5th day of September, 2023.

Jeff Huber, Mayor

Attest:

Kim Points, Administrator/Clerk

City Council Report for August 2023

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

City Code Violations:

1. No New violations to Report.

Building Permit Activity:

Eighteen (18) Building Permits have been issued for a total valuation of \$ 375,183.00

Respectfully submitted,



Jack Kramer

Building Official

1st Quarter

2023-295	Plg. Water Service	Two Silos Winery	7040-117th. St. N.	8/7/2023	N/A	\$	80.00	\$	60.00	\$	-	\$	1.00		
2023-296	Re-Roof	Larson	10350 Jody Ct. N.	8/7/2023	\$	21,000.00	\$	335.23	\$	251.43	\$	-	\$	10.50	
2023-297	Re-Roof	Herbst	8640 Jamaica Ave. N	8/8/2023	\$	20,000.00	\$	321.25	\$	240.93	\$	-	\$	10.00	
2023-298	House Demolition	Read	10971-88th. St. N.	8/8/2023	N/A		\$	100.00	\$	75.00	\$	-	\$	-	
2023-299	Gas Line Installation	David	9443 Keswick Ave. N.	8/8/2023	N/A		\$	80.00	\$	60.00	\$	-	\$	1.00	
2023-300	Furnace	Koch	10218-67th. St. N.	8/9/2023	N/A		\$	80.00	\$	60.00	\$	-	\$	1.00	
2023-301	Re-Siding	Knutson	9235 Knollwood Dr. N.	8/9/2023	\$	40,831.00	\$	542.84	\$	407.13	\$	-	\$	20.41	
2023-302	Windows	Felipe	8570 Kimbro Lane N.	8/9/2023	\$	12,533.00	\$	223.51	\$	167.40	\$	-	\$	6.26	
2023-303	Windows	Shores	10124-67th. St. N.	8/9/2023	\$	16,000.00	\$	265.25	\$	198.93	\$	-	\$	8.00	
2023-304	Windows	Rervin	7101 Jicelyn Rd. N.	8/9/2023	\$	21,725.00	\$	363.25	\$	272.43	\$	-	\$	11.10	
2023-305	Re-Roof	Johnson	9071 Itaska Trail N.	8/11/2023	\$	50,000.00	\$	643.75	\$	482.81	\$	-	\$	25.00	
2023-306	Gas Fireplace	Miller	7164 Lobe Oak Trail n.	8/12/2023	N/A		\$	80.00	\$	60.00	\$	-	\$	1.00	
2023-307	Re-Roof	McQuilian	9175-107th. St. N.	8/12/2023	\$	56,680.00	\$	692.75	\$	519.56	\$	-	\$	28.34	
2023-308	Re-Roof	Thusen	9988-60th. St. N.	8/12/2023	\$	4,450.00	\$	110.78	\$	83.08	\$	-	\$	2.22	
2023-309	Deck	Cemey	11930-97th. St. N.	8/14/2023	\$	9,564.00	\$	209.25	\$	156.93	\$	136.01	\$	4.78	
2023-310	Furnace & A/C	McNulty	8266-80th. St. N.	8/15/2023	N/A		\$	80.00	\$	60.00	\$	-	\$	1.00	
2023-311	Re-Roof	Sievert	6277 Keswick Ave, N,	8/15/2023	\$	22,400.00	\$	363.25	\$	272.43	\$	-	\$	11.20	
2023-312	Attached Garage	Boileau	7355 Keats Ave. N.	8/15/2023	\$	100,000.00	\$	643.75	\$	482.81	\$	418.43	\$	50.00	
Monthly total						\$	375,183.00	\$	5,214.86	\$	3,910.87	\$	554.44	\$	192.81