

Public Notices

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authority of City. In the event that Grantee or its agents shall make any unnecessary obstruction of City streets, alleys, public grounds or places not designated by the City Council, City may cause the removal of such obstructions and charge and collect from such Grantee the actual cost of such removals.

Grantee shall provide plans for material changes (including new construction and expansions) to electric distribution to the City Engineer ninety (90) days prior to beginning work on material changes. Grantee shall take care to describe any features of the plans that represent a material change from existing, adjacent facilities. Grantee will work cooperatively with the City Engineer to coordinate Grantee's work with any current or planned City work, to the extent practical.

SECTION 5

During the construction, maintenance or enlargement of any part of Grantee's electric light and power system, Grantee shall not unnecessarily impede or block travel in City streets and highways in, and shall leave all streets, highways, alleys, sidewalks, curbs, lanes and public places and all grounds disturbed by its construction in good condition upon the completion of said work.

City reserves the right for itself and its agents to make and adopt, and the rights and privileges hereby granted shall at all times be and remain subject to, such reasonable regulations of a police nature as it may deem necessary for the best interests of the City. City will not by an such regulations or by acts of its own or agents unreasonably act to prevent or interfere with the Grantee carrying on its business in accordance with the franchise hereby granted.

SECTION 6

Whenever Grantee in erecting, constructing and maintaining its lines or poles, shall take up any of the pavements, sidewalks crossings or curbs on any of the avenues, streets and alleys or public places in City or shall make any excavations thereon; such excavations shall be refilled and the sidewalk, crossing or curb replaced under the direction of the City as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. Any excavation so made shall be properly lighted at night during the construction.

The work shall be completed as promptly as weather permits, and if Grantee shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and so restore the property as outlined above, the City shall have, after demand to Grantee 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 the Grantee. This remedy shall be in addition to any other remedy available to the City for noncompliance.

If any claim is made against the City for any injury to persons or property from the acts or omissions of the Grantee, its agents, officials, or employees arising out of the construction, maintenance, repair, inspection, issuance of permits, or operation of the utilities under and pursuant to this Franchise, the Grantee shall fully indemnify, defend, keep, and hold free and harmless from any and all liability the City from any and all such claims. The City shall not be indemnified for the portion of any losses or claims arising from its own negligence; except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits, inspections, or supervision under the Franchise. Nothing in this section shall be construed to expand City's obligations above the statutory limits as amended from to time to time in the North Dakota Century Code.

If Grantee is required to indemnify and defend, it will thereafter have control of such litigation, but Grantee 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 Grantee, 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 on its own behalf.

SECTION 7

There is granted to Grantee, its successors and assigns, during the term hereof, permission and authority to trim all trees in alleys, streets and public grounds of City so as to remove all parts of said trees interfering with the proper erection, maintenance and operation of poles, cables, wires, masts or other fixtures, or appliances installed or to be installed pursuant to authority hereby granted. Grantee shall hold the City harmless from any liability arising therefrom, and Grantee agrees it may be subject to a reasonable annual permit by the City.

SECTION 8

Neither party may assign this Franchise without the prior written approval of the other party, such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if the Grantee merges with, is acquired by, or acquires another utility, it reserves the right to assign this franchise in whole or part to the resulting utility of the merger or acquisition without prior approval of the City.

SECTION 9

The Grantee shall use due diligence and care in furnishing electric service as herein provided but shall not be liable for any loss or damage which may arise from failure of the service, either partial or total, but this shall not be construed to exempt Grantee from liability for negligence.

SECTION 10

The rates to be charged by Grantee in shall be filed with the Public Service Commission of the State of North Dakota, and no increase or decrease in said rates shall be made except in accordance with the rules and regulations of the Public Service Commission.

SECTION 11

This contract shall be subject to any present or future laws of a regulatory nature enacted by the State of North Dakota, or an amendment or addition to such laws and further shall be subject to the rules and regulations laid down by the Public Service Commission of the State of North Dakota. Upon any addition or annexation to City of any area in the which Grantee retains any such facilities in the streets, Grantee shall be subject to the terms of this Franchise, with a reasonable period of time provided to Grantee to bring such acquired facilities into compliance with this Franchise, including payment of appropriate franchise fees as determined by City in accordance with Section 12.

SECTION 12

The City reserves the right during the term hereof to enact and assess a reasonable franchise fee such as it deems necessary, upon reasonable advance notice to Grantee of not less than thirty (30) days.

SECTION 13

If the City determines it is necessary for Grantee to remove, alter, modify or relocate any of its facilities, City shall give Grantee a minimum of sixty (60) days' notice, where practicable.

Should Grantee fail to so remove, modify, alter, or relocate its facilities, City shall have the right to do the same at Grantee's sole cost and expense. Grantee shall reimburse City for any reasonable actual costs and expense incurred within 30 days of City sending Grantee an invoice. This remedy shall be in addition to any other remedy available to the City for noncompliance.

City shall not be responsible for any costs with Grantee's removal, alternation, or modification or relocation unless Grantee provides City with prior notice of the costs of the same and City provides either written approval to pay for such costs or elects not to move forward with the removal, alteration, modification or relocation. In the event that Federal or State grants are made available for financing of any municipal project requiring relocation of Grantee's facilities, it is intended that Grantee shall be reimbursed for removal or relocation costs to the extent that Federal or State funds are available.

SECTION 14

Grantee shall make space available on its poles or towers for City fire, water utility, police or other City facilities, subject to the following conditions: (1) Attachment of such City facilities to Grantee's poles or towers may not interfere with the use of such poles or towers by Grantee, or by any other entity that Grantee has permitted to make attachment(s) to Grantee's poles or towers, (2) Attachment of such City facilities to Grantee's poles or towers must comply with all applicable FCC requirements, (3) Grantee's pole or tower is structurally capable of bearing the City's facilities, (4) Attachment of such City facilities may not interfere with Grantee's work on its poles, towers, and attachments thereto, (5) City may only use workers with appropriate OSHA certifications for attachments to any pole or tower higher than ten (110) feet off the ground, (6) City must notify the Grantee in writing of its intention to place any pole/tower attachments not less than (60) days prior to attachment, and (7) the City shall pay for any added cost incurred by Grantee because of such use by City.

If the Grantee determines it is necessary for City to remove, alter, modify, or relocate any of its facilities attached to Grantee's pole or tower, Grantee shall give City a minimum of sixty (60) days' notice, where practical. Should City fail to so remove, modify, alter, or relocate their facilities, Grantee shall have the right to do the same at City's sole cost and expense. City shall reimburse Grantee for any reasonable actual cost and expense incurred within 30 days of Grantee sending City an invoice.

In case of an emergency, Grantee may remove any City facilities from Grantee's pole or tower without notice if reasonably

necessary for Grantee to work on its lines, poles or towers. Emergency conditions shall include any loss of power, any condition that poses a threat to system reliability, public safety, storm response, or similar. Grantee shall notify City as soon as practicable.

If any claim is made against the Grantee for any injury to persons or property from the acts or omissions of the City, its agents, officials, or employees arising out of the City's use, placement, or work on pole/tower attachments under this Section, the City shall fully indemnify, defend, keep, and hold free and harmless from any and all liability the Grantee from any and all such claims. The Grantee shall not be indemnified for the portion of any losses or claims arising from its own negligence. Nothing in this section shall be construed to expand City's obligations above the statutory limits as amended from to time to time in the North Dakota Century Code.

If City is required to indemnify and defend, it will thereafter have control of such litigation, but City may not settle such litigation without the consent of the Grantee, 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 Grantee; and City, in defending any action on behalf of the Grantee shall be entitled to assert in any action every defense or immunity that the Grantee could assert on its own behalf.

SECTION 15

Grantee shall maintain the following insurance: 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence; 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; 3) Workers' compensation coverage meeting all statutory requirements.

Grantee further agrees its insurance meets the following: 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Grantee; 2) The City of Carrington and its agencies, officers, and employees shall be deemed as additional insureds on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable). The City of Carrington shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement. 3) The insurance required, through a policy or endorsement, shall include: a) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the City; b) A provision that Grantee's insurance coverage shall be primary and non-contributory.

Grantee may from time to time utilize contractors to fulfill its rights and obligations under this Franchise. Grantee shall ensure its contractors maintain insurance in minimum amounts as set forth above.

SECTION 16

This Ordinance shall supersede any prior franchise agreements. Any modifications to this Franchise must be in writing and follow the same procedures for approval as this Franchise was approved. The terms and conditions provided herein and the rights of all Parties hereunder shall be construed under the laws of the State of North Dakota and any action brought with respect to this Agreement shall be brought in either the North Dakota Public Service Commission or the courts of the State of North Dakota in the County of Foster. The parties hereby waive any objection to venue. Nothing in this section shall override the jurisdiction of the North Dakota Public Service Commission.

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 to the extent the omitted term does not impact either parties' material rights or obligations under this Franchise. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

This Ordinance constitutes a franchise agreement between the City and Grantee 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.

The terms of this Franchise shall survive the expiration or termination thereof, and in particular, Grantee's obligations for restoration of City property, liability, and indemnification.

SECTION 17

This Ordinance shall take effect and be in full force from and after its passage and approval by the City Council. Grantee shall

specify its acceptance of this franchise in writing, to be filed with the City Auditor and failure to file acceptance shall not impact City's rights and Grantee shall still be bound by its terms.

Approved this 14th day of June, 2025.

Attest: Jennifer Gast, City Auditor

City of Carrington
Introduced by: Troy Roundy
Seconded by: Trygg Olson
First Reading: March 10, 2025
Second Reading: April 14, 2025
Final Passage: April 14, 2025
Roll Call No. showed: 6 ayes, 0 nays, 0 absent.
Approved this 6th day of June, 2025.

ACCEPTANCE
OTTER TAIL POWER COMPANY, a Minnesota corporation, acting through its proper officers thereunto duly authorized, does hereby accept Ordinance No. 283 of the City of Carrington, North Dakota, being an Ordinance granting a franchise to Otter Tail Power Company, and being entitled:
"AN ORDINANCE GRANTING TO THE OTTER TAIL POW-

ER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT, CONSTRUCT, INSTALL, AND MAINTAIN WITHIN THE CITY OF Carrington, NORTH DAKOTA, AN ELECTRIC LIGHT AND POWER SYSTEM AND TRANSMISSION LINE, AND TO OPERATE THE SAME, AND TO INSTALL CONDUITS, POLES, WIRES, PIPES, AND OTHER FIXTURES IN, UPON AND UNDER THE STREETS ALLEYS, BRIDGES, AND PUBLIC GROUNDS OF SAID CITY FOR THE PURPOSE OF FURNISHING ELECTRIC LIGHT, HEAT, AND POWER TO SAID CITY AND THE INHABITANTS THEREOF"; and all of the terms, conditions, requirements, and provisions of said Ordinance No. 283.

IN WITNESS WHEREOF, Otter Tail Power Company has caused this Acceptance to be duly executed this 6th day of June, 2025.

In Presence of: OTTER TAIL POWER COMPANY: /s/ Tim Rogelstad, President and Cary Stephenson, Associate General Counsel Otter Tail Power Company.

STATE OF MINNESOTA)
)SS
) COUNTY OF OTTER TAIL)
On this 6th day of June, 2025, before me, a Notary Public within and for said County, personally appeared Tim Rogelstad and Cary Stephenson to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President, and Associate General Counsel of Otter Tail Power Company, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Tim Rogelstad and Cary Stephenson acknowledged said instrument to be the free act and deed of said corporation.

/s/: Mary Alice Williams, Notary Public-Minnesota.

The foregoing Acceptance was duly filed in the office of the City Auditor of the City of Carrington, North Dakota, this 9th day of June, 2025.

Jennifer Gast,
Carrington City Auditor
(Publish June 16, 2025)

NOTICE

The Foster County Road Department will begin mowing the tops of **ALL** county highway ditches on **Wednesday, July 9**. Anyone haying highway ditches must have them mowed before the above date. **A Rotary Mower will be used!**

For more information call:
Nate Monson Road Supt.
652-3926 (county shop)
652-5733 (cell phone)



Thank You!



The Carrington Lions would like to thank the following sponsors for their generous donations to the Al Larson Memorial Golf Tournament held on June 6, 2025. A total of 27 teams participated in this annual event.

Special thanks to our major sponsors, Dakota Central Telecommunications and Family Vision Center. Thank you to Bessette Motors for sponsorship of the car for the "Hole in One" contest.

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8th Avenue
701 Wash
813 Sales
AgCountry/Farm Credit Services
AgResource
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Arrowwood Prairie Co-op
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B/S Hay Grinding - Dallas & Carrie Braaten
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Foster County Independent
Galt Chiropractic
Garr Dental Center
Gate City Bank
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GO CARDS - Janelle Helm, Connor Weber & Jenna Helseth
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Home WORX, LLC - Jamestown
JK Designs
JMS Electric
J&R Dirtworks
Johnson & Son Electric
KC Ag Services - Kevin Carr
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Kracht Implement
Larsen Plumbing & Heating
Leading Edge Equipment
Leevers Foods
Lioness
Mid States Insurance & Real Estate
Mozelle Lawn Service
My Wish Reflexology
NAPA Auto Parts
New Rockford Eagles
New Rockford Lions
Nicolai Chiropractic Center- New Rockford
Nodak Drones
Nodak Insurance - Chris Bichler, Agent
Northern Plains Electric
OK Tire Store
Otter Tail Power Co.
P.A.C.K. Construction
Pampered Paws Boarding
Pat Biel Trucking
Pazdernik Lawn Service
Peak Performance Physical Therapy & Sports Medicine - New Rockford
Prairie Inn
Professional Eyecare Center
Retzlaff Seed & Supply
Richter Farm - Sykeston, David & Anna Richter
Rick's Wholesale Tire
Robson Honey
Roy's Body Shop
Rusty Kollman - In memory of Jerry Kollman
Sanford
Shamrock Bar & Lounge
Shelly's Shears, Northern Expressions & Time 4 You Massage
Small Steps Childcare
Studio Five
Summit Physical Therapy and Sport's Performance
Sunrich Products
Sunshine Sweets
Sykeston Dam Bar & Grill
Sykeston American Legion
The Detail Guy
The Garden Gate
Thrivent
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