

12/28 Valley City

FCCU holds charity giveaway

**Jill Falck
Special to the Times-Record**

First Community Credit Union recently held a door prize opportunity for a Charity Giveaway Drawing. Members at each of FCCU's 14 branches had the chance to put their name into a drawing to win a \$200 donation to the charity of their choice.

Philip Deger was the Charity Giveaway Drawing winner for the Valley City branch. Deger decided to give his donation to The American Red Cross.

Throughout the state, some of the other charities that were supported included: The Salvation Army, the American Cancer Society, numerous food pantries, the American Red Cross and a local fire department.

The credit union is frequently asked to make donations to local organizations and charities. FCCU would love to be able to make donations to all of them, but that is not always realistic. With the Charity Donation Giveaway, it gave the community a chance to work with FCCU to give to the charity of their choice.

Christmas is the season of giving and we thought this type of giveaway was more meaningful than your everyday door prize," said Steve Schmitz, CEO of First Community Credit Union.

During its 70-year history, First Community Credit Union has grown to be North Dakota's largest credit union with 125 employees and 14 branches whose field of membership covers approximately one third of the state. As a credit union, FCCU is owned by its members. This is different than other financial institutions which are owned by stockholders. Credit Union profits are returned to the members as services and favorable rates on savings and loans.

BIRTHS

Reese Lynn Eggert

Reese Lynn Eggert was born Dec. 16 to Rob and Jamie Eggert of Luverne, N.D., at Essentia Health Fargo, N.D.

Reese Lynn weighed 7 pounds 10 ounces and was 19 inches tall.

Grandparents are Milo and Karen Buchholz of Fingal, N.D., and Wayne and Debbie Eggert of Valley City.

Great grandparents are Robert and Inez Eggert of Valley City and Rhoda Huber of Hendersonville, Tenn.

Albert Aaron Beck III

Albert Aaron Beck III was born Dec. 20 to Rochelle and Aaron Beck of Hillsboro and Sanford Health in Fargo.

Albert weighed 9 pounds 2 ounces and was 20.5 inches tall.

021

South Central Human Service Center, 2624 - 9th Ave S - Conference Room 124

LEGAL NOTICE

The North Dakota Department of Commerce, Division of Community Services, is announcing the availability of the state's 2012 Annual Action Plan for public review and comment.

The 2012 Annual Action Plan serves as the state's grant application to the Federal Department of Housing and Urban Development for the Community Development Block Grant, HOME, and Emergency Shelter Grants programs. The Action Plan describes how the funds from each program will be distributed during the 2012 program year, which will begin April 1, 2012. Funds are expected to be received on or about June 1, 2012.

The Action Plan will be available on the Division of Community Services website, www.communityservices.nd.gov/community/consolidated-plan/ beginning January 3, 2012. Written comments must be received by the close of business February 3, 2012.

Alternate formats of the Action Plan are available upon request at 701-328-5300 or via Relay North Dakota: 1-800-366-6888 TTY, 1-800-366-6889 Voice. Should anyone need additional information, please contact Paul Govig at 701-328-5300.

Written comments should be sent to:

North Dakota Department of Commerce
Division of Community Services
PO Box 2057
Bismarck, ND 58502-2057
or
Email: dcs@nd.gov

(December 28, 2011).

023

The North Dakota Interagency Coordinating Council will hold its quarterly meeting on Thursday, January 5, 2012, from 1:00pm CST to 5:00pm CST and on Friday, January 6, 2012 from 8:30am CST to 12:00pm CST. Agenda topics include, but are not limited to: review of the FFY 2010 Annual Performance Report Indicator Information; Review Targets for Indicators 2, 3, 4, 5, and 6; and Discuss Revision of the Family Survey Tool. If you need special accommodations, please contact Colette Perkins at 1-800-755-8529. This meeting is being held via the statewide video conferencing system. Individuals can participate in at the following sites on both days:

Northwest Human Service Center, 316 2nd Ave W, Williston, Conference Room A200

North Central Human Service Center, 1015 S Broadway, Ste 18 - Conference Room 411

Lake Region Human Service Center, 200 Hwy 2 SW - Conference Room East

Northeast Human Service Center, 151 S 4th St, Ste 401 - Conference Room 5E

Southeast Human Service Center, 2624 - 9th Ave S - Red River Room

Badlands Human Service Center, 300 13th Ave W, Ste 1 - Basement General Staff Conference Room

On Thursday, January 5, the Bismarck location will be at the West Central Human Service Center, 1237 W Divide Ave, Conference Room 1 and on Friday, January 6, the Bismarck location will be the Developmental Disabilities Division State Office, 1237 W Divide Ave Ste 1A, in the Prairie/Rose Rooms

(December 28, 2011)

024

STATE OF NORTH DAKOTA PUBLIC SERVICE COMMISSION

Midcontinent Communications / Missouri Valley Communications, Inc. Interconnection Arbitration Application Case No. PU-11-697

NOTICE OF MOTION AND NOTICE OF HEARING
December 21, 2011

By letter dated June 14, 2011, Midcontinent Communications ("Midcontinent"), requested facilities-based interconnection from Missouri Valley Communications, Inc. ("Missouri Valley") for the purpose of exchanging local traffic under Section 251(a) of the Communications Act of 1934 and reciprocal compensation and number portability under Section 251(b) of the Communications Act of 1934.

By letter dated November 14, 2011, Midcontinent filed a Petition for Arbitration with this Commission to arbitrate several unresolved issues arising out of interconnection agreement negotiations between Midcontinent and Missouri Valley. Midcontinent's Petition was filed pursuant to section 252 of the Communications Act of 1934, as amended, and the North Dakota Administrative Code Chapter 69-02-10.

On November 21, 2011, Missouri Valley filed a Motion to Dismiss the Petition for Arbitration. Missouri Valley moves the Commission pursuant to Rule 56 of the North Dakota Rules of Civil Procedure for an order dismissing Midcontinent's Petition for Arbitration. Missouri Valley requested oral argument on the matter.

A Hearing on the Motion to Dismiss the Petition for Arbitration is scheduled to begin on February 10, 2012 at 10:00a.m. CST at the Public Service Commission Hearing Room, 12th Floor, State Capitol, 600 E. Boulevard Ave., Bismarck, ND 58505. The issue is whether Midcontinent's Petition for Arbitration should be dismissed.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or braille materials, please notify the Commission, at least 24 hours in advance.

PUBLIC SERVICE COMMISSION

Kevin Cramer, Commissioner
Tony Clark, Chairman
Brian P. Kalk, Commissioner

(December 28, 2011)

025

ORDINANCE NO.

An Ordinance granting to the Otter Tail Corporation, a Minnesota Corporation, its successors and assigns, permission to erect, construct, install and maintain within the City of Sibley, an electric light and power system and transmission lines 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.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF SIBLEY, Hereinafter called the "City":

SECTION 1

There is hereby granted to Otter Tail Corporation, a Minnesota Corporation, its successors and assigns, hereinafter called the Grantee, for a period of 20 years from and after the passage and approval of this Ordinance and during all of said time, subject to the conditions and requirements hereinafter set forth, permission to construct, install and maintain an electric light and power system and transmission lines and to operate and maintain the same within and through the City and to transmit electricity to and from other towns or cities for the purpose of light, power and heat and to erect, construct, install and maintain conduits, poles, wires, pipes and other necessary fixtures and attachments upon and under the streets, alleys, bridges and public grounds of said City for the purpose of furnishing and selling electricity for light, heat and power and such other purposes for which electricity may be used by the inhabitants of said City, said permission and franchise to become operative and continue under the conditions hereinafter set forth.

SECTION 2

Said Grantee shall use poles, wires, crossarms, equipment and devices to conform with the standards of construction adopted by the National Electrical Safety Code of the United States, Department of Commerce, and all apparatus connected therewith shall be located so as not to obstruct the avenues, streets, and alleys of said City or to endanger persons or property or to hinder or to obstruct the use of said avenues, streets, and alleys for public places by the inhabitants of said City, or public in general, or to interfere with any street, sidewalk, curb, gutter or park improvements that the City may deem proper to make along the lines of said avenues, streets and public places.

SECTION 3

All conduits, poles, wires and pipes installed by virtue of this Ordinance shall be installed in such places and in such manner as not unnecessarily to encroach upon streets, alleys, bridges, or public grounds of said City, and so as not to unnecessarily obstruct the use thereof for the ordinary purpose of travel thereon, and the erection thereof shall be subject to the reasonable supervision and direction of the City Council of the said City. Whenever practicable, all poles shall be set in alleys, and poles now in position upon or along the streets, whenever practicable, shall be removed, and the locations of all of said poles shall be designated by the Mayor under the supervision of the City Council of the said City.

All poles where set in alleys shall be set at or near the boundary line thereof, and where set in streets shall be located at such distances, as shall be directed by the city, from the property line of the abutting owner, and shall be placed so as not to interfere with the construction of placing of any waterpipes, sewers, or drains or the flow of water therefrom which have been or may be placed by authority of said City. In the event that said Grantee shall make any unnecessary obstruction of said streets, alleys, public grounds or places not designated by the City Council, the City may cause the removal of such obstructions and charge and collect from such Grantee the actual cost of such removals.

SECTION 4

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

The 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 but the City will not by an such regulations or by acts of its own or agents do anything to prevent or interfere with the Grantee carrying on its business in accordance with the franchise hereby granted.

SECTION 5

Whenever the said Grantee in erecting, constructing and maintaining said lines or poles, shall take up any of the payments, sidewalks crossings or curbs on any of the avenues, streets and alleys or public places in said City or shall make any excavations thereon: such excavations shall be refilled and the sidewalk, crossing or curb replaced under the direction of the said City and any excavation so made shall be properly lighted at night during the construction, and in case of the failure to do so on the part of the said Grantee, then the said City may do the same at the expense of said Grantee and said Grantee agrees to pay said City for the reasonable cost or value of said work. Said Grantee shall be liable for all loss or damage caused by the negligence of Grantee, which may result to person or property within the said City, caused by it, or its agents, servants, or employees in erecting, operating and maintaining the said electric system within said City, and shall at all times save the City harmless from any and all damages to persons or property in erecting, operating and maintaining said electric system.

SECTION 6

There is granted to said Grantee, its successors and assigns, during the term hereof, permission and authority to trim all trees in alleys, streets and public grounds of said 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.

Said Grantee shall have full right and authority to assign any person, persons, firm or corporation all the rights that are given it by this Ordinance, provided that the assignee of such rights by accepting such assignment shall become subject to the terms and conditions of this Ordinance.

SECTION 7

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 said Grantee from liability for negligence.

SECTION 8

The rates to be charged by said Grantee in the said City 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 9

This contract shall be subject to any present or future laws of a regulatory nature enacted by the State of North Dakota, or an any 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.

SECTION 10

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

SECTION 11

In the event the City should sell or transfer real property which is subject to Grantee's franchise and should it become necessary to remove conduits, poles, wires or pipes installed by virtue of this ordinance the removal shall be done at the expense of the Grantee upon the request of the City.

SECTION 12

This Ordinance shall take effect and be in full force from and after its passage and approval by the City Council. The said Grantee shall specify its acceptance of this franchise in writing, to be filed with the City Auditor and in no event shall this Ordinance be binding on said Grantee until the filing of such acceptance. Approved this 5th day of October

Allen W. Bender
Mayor, City of Sibley

Attest

Anthony Schuber
Auditor - City of Sibley
City Clerk, City of Sibley

ACCEPTANCE

OTTER TAIL POWER COMPANY, a Minnesota corporation, acting through its proper officers thereunto duly authorized, does hereby accept Ordinance No. 0 of the City of Sibley, North Dakota, being an Ordinance granting a franchise to Otter Tail Power Company, and being entitled:

"AN ORDINANCE GRANTING TO THE OTTER TAIL POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERRECT, CONSTRUCT, INSTALL, AND MAINTAIN WITHIN THE CITY OF CLIFFORD, 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 the terms, conditions, requirements, and provisions of said Ordinance No. 9.

IN WITNESS WHEREOF, Otter Tail Power Company has caused this Acceptance to be duly executed this 16th day of December, 2011.

In Presence of:

OTTER TAIL POWER COMPANY,

By

Becky Johnson
President

And

Wancy Olson
Associate General Counsel
Otter Tail Power Company

STATE OF MINNESOTA)
COUNTY OF OTTER TAIL) SS

On this 16th day of December, 2011, before me, a Notary Public within and for said County, personally appeared Check MacFarlane and Bruce Gerhardson 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 Check MacFarlane and Bruce Gerhardson acknowledged said instrument to be the free act and deed of said corporation.

PENNY MICHELLE MOSHER
Notary Public - Minnesota
My Commission Expires Jan 31, 2016

Penny Michelle Mosher

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