

McGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

ATTORNEYS AT LAW

WILLIAM R. McGRANN
DOUGLAS M. CARNIVAL
ROBERT O. STRAUGHN
PETER L. COOPER
KATHLEEN M. LAMB
JOHN R. SCHULZ
COREY J. AYLING
BRIAN L. SOBOL

SCOTT B. CROSSMAN
CARLA J. PEDERSEN
JOSEPH T. BAGNOLI
ROGER J. STELLJES
JEFFREY C. URBAN
KATHLEEN MICHAELA BRENNAN
CARL S. WOSMEK
AMY L. COURT

CHRISTY E. LAWRIE
KEVIN A. SCHAEKEL

RETIRED
ANDREW J. SHEA

~~~~~  
April 4, 2016

**VIA ELECTRONIC FILING**

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
350 Metro Square Building  
121 Seventh Place East  
St. Paul, MN 55101

Re: In the Matter of the Joint Request of the Kasson Public Utilities, City of  
Kasson and Northern States Power Company (d/b/a Xcel Energy) to  
Terminate Service-by-Exception Arrangement and Update Electric Service  
Territory Records  
MPUC Docket: \_\_\_\_\_  
Our File No.: 63422-0001

Dear Mr. Wolf:

I represent the Kasson Public Utilities, City of Kasson ("Kasson"), which is authorized, on behalf of Kasson and Northern States Power Company (d/b/a Xcel Energy) ("Xcel Energy") (collectively, the "Parties"), to make this filing.

Summary of Joint Request

This filing constitutes the Parties' joint request to terminate a service-by-exception arrangement for the Affected Area (as later defined) and to update the Commission's official electric service territory records. The Joint Request affects one customer that Xcel Energy had been serving by exception.

Legal Authorities

By statute, "no electric utility shall render or extend electric service at retail within the assigned service area of another electric utility unless the electric utility consents thereto in writing . . . " Minn. Stat. § 216B.40 (2014). In the present case, Xcel Energy served certain areas under a written service-by-exception agreement. The Parties have agreed to terminate the service-by-exception rights for Xcel Energy to serve the Affected Area, and wish to update the Commission's official records.

### Underlying Documents

1. Exhibit 1: Exception Agreement. Attached as Exhibit 1 is a copy of the Exception Agreement between the Parties dated April 24, 2013 ("Exception Agreement"). The Exception Agreement allowed Kasson to elect to serve any of the customers under the Exception Agreement by providing notice to Xcel Energy and by paying for applicable Xcel Energy facilities. Upon information and belief, the Exception Agreement was not previously filed with the Commission. Kasson provided notice to Xcel Energy of its intent to serve the Affected Area (which comprised Kasson wastewater facilities) in a letter dated September 24, 2014. The Parties determined payment for facilities, as further described below.

2. Exhibit 2: Transfer Agreement. Attached as Exhibit 2 is a copy of the Compensation and Orderly Transfer Agreement and Bill of Sale between the Parties dated as of December 21, 2015 ("Transfer Agreement"). Section 1 of the Transfer Agreement specifies the facilities payment agreed to by the Parties as to the facilities listed in Exhibit B. On March 8, 2016, Xcel Energy provided an invoice for the applicable facilities and Kasson completed the payment described in Section 1. Exhibit A to the Transfer Agreement contains maps, address, and a legal description of the exception area affected by the Transfer Agreement (the "Affected Area"). Under the Transfer Agreement, the Affected Area remains in Kasson's assigned electric service territory, and Xcel Energy's service by exception terminates.

By written agreement of the Parties, and in consultation with the customer in the Affected Area, to ensure a seamless and appropriate transition, Kasson began providing electric service to the Affected Area on or about January 4, 2016. The Parties cooperated to provide information to the affected customer. Under the Transfer Agreement, Xcel Energy will provide notice to the customer of this proceeding.

### Contact Information

If there are any questions concerning this filing, you may contact the following representatives:

Kaela Brennan  
McGrann Shea Carnival  
Straughn & Lamb, Chtd.  
800 Nicollet Mall, Suite 2600  
Minneapolis, MN 55402  
612-338-2525  
kmb@mcgrannshea.com

Counsel for Kasson

Alison Archer  
Assistant General Counsel  
414 Nicollet Mall  
Minneapolis, MN 55401  
612.215.4662  
Alison.C.Archer@xcelenergy.com

Counsel for Xcel Energy

Request

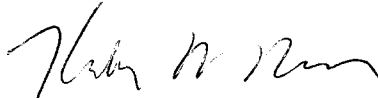
The Parties therefore petition the Commission to accept and file these documents and provide due acknowledgment thereof. The Parties further request that the Commission provide evidence of its acceptance of this termination of service-by-exception and update its official records.

Proposed Service List

A copy of this letter and the accompanying documents has been mailed or emailed to the persons on the enclosed proposed service list.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathleen M. Brennan', written in a cursive style.

Kathleen M. Brennan

Enclosures

cc (w/encl.): Proposed Service List

## EXHIBIT 1

### **EXCEPTION AGREEMENT BETWEEN Kasson Municipal AND Xcel Energy**

**Exception Form Number (XE#1)**

This agreement entered into this 24 day of April, 2013, (the "Agreement") between Kasson Municipal with its principal office located at 401 5<sup>th</sup> Street SE, Kasson, Minnesota, and XCEL ENERGY, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota (collectively, the "Parties").

#### **RECITALS**

A. The City of Kasson Municipal is an electric Municipal formed pursuant to the provisions of Chapter 308A of the Minnesota Statutes ("Kasson Municipal").

B. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy ("Xcel Energy") is a "public utility" under Minn. Stat. § 216B.02, subd. 4.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "Commission") and Minnesota Statutes § 216B.39 and §216B.40, Kasson Municipal and Xcel Energy have exclusive rights to provide electric service to customers within their respective service territories.

D. In Kasson Municipal's Dodge County service territory are [14] developed residential/commercial sites within close proximity to Xcel Energy's distribution facilities. These residential/commercial sites (the "exception area") are further shown on Attachment 1 to the Agreement.

E. The Parties have come to a mutual agreement that will allow Xcel Energy to provide service by exception to [14] residential/commercial locations within the exception area.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. Scope of Agreement: The scope of this Agreement is limited to the [0] residential/commercial locations within the exception area more specifically identified on Attachment 1 and is further described as:

|                                |                                  |
|--------------------------------|----------------------------------|
| 101 16 <sup>th</sup> Street NE | attached T107 R16W map submap #1 |
| 101 16 <sup>th</sup> Street NE | attached T107 R16W map submap #1 |
| 101 16 <sup>TH</sup> Street NE | attached T107 R16W map submap#1  |
| 101 16 <sup>TH</sup> Street NE | attached T107 R16W map submap#1  |
| 101 16 <sup>TH</sup> Street NE | attached T107 R16W map submap#1  |
| 301 16 <sup>TH</sup> Street NE | attached T107 R16W map submap#1  |
| 1601 Mantorville Ave           | attached T107 R16W map submap #1 |
| 1701 Mantorville Ave           | attached T107R16W map submap#1   |
| 1701 Mantorville Ave           | attached T107 R16W map submap#1  |
| 1801 Mantorville Ave           | attached T107R16W map submap#1   |
| 201 16 <sup>th</sup> Street NE | attached T107 R16W map submap #1 |
| 404 16 <sup>th</sup> Street NE | attached T107 R16W map submap #1 |
| 504 16 <sup>th</sup> Street NE | attached T107 R16W map submap #1 |
| 62236 240 <sup>th</sup> Ave    | attached T107 R16W map submap #1 |

2. Existing customers: The Parties acknowledge that there are currently no existing customers of Kasson Municipal located within the exception area that would be affected by this Agreement.
3. Compensation: The Parties agree that no compensation is owed to Kasson Municipal by Xcel Energy for the limited right to serve customers by exception in the exception area.
4. Future Service Rights: The Parties acknowledge that the limited right to serve by exception the exception area as contemplated in this Agreement does not convey permanent rights to serve the exception area. In the event that Kasson Municipal chooses to exercise its right to serve the exception area in the future, the Parties agree to the following:

- a. Notice: Kasson Municipal will give Xcel Energy ninety (90) days written notice of its intent to provide service to the exception area.
- b. Compensation for Facilities: Kasson Municipal will pay to Xcel Energy the net book value (original cost depreciated) of the service facilities in place in the exception area at the time of the notice referenced in Section 4 (a) (above) as compensation. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of property was initially purchased.
- c. Lost Revenue: The Parties acknowledge that no compensation was paid by Xcel Energy to Kasson Municipal for the limited right to serve by exception, and agree that no compensation will be owed by Kasson Municipal to Xcel Energy in the future for lost revenue related to existing or future customers in the exception area.
- d. Agreement in Writing: The Parties will memorialize their agreement on reasonable compensation terms in writing, and file the agreement with the Commission.
- e. Resolution: In the event that the Parties cannot agree on reasonable compensation terms within ninety (90) days of the notice referenced in Section 4(a) (above), the issue of compensation will be submitted to the Commission for resolution.
- f. Late Charges: [IF COMPENSATION IS BEING PAID] If the either party fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.

5. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
6. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that the Agreement does not represent any binding or legal precedent on any party in any other matter.
7. Agreement Filed with the Commission. Upon execution of this Agreement by all Parties, the Parties will file a copy of the Agreement with the Commission jointly.
8. Miscellaneous.

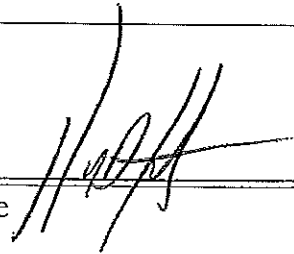

- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the exception area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed representative of all Parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- (b) Assignment. None of the Parties shall assign, or sublet, this Agreement, voluntarily, involuntarily or by operation of law, without the prior written consent of the other.
- (c) Severance. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement

shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.

- (d) Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (e) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.
- (f) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.



|                                                                                       |                                                                                        |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Kasson Municipal                                                                      | Northern States Power Company, A<br>Minnesota corporation                              |
| By:  | By:  |
| Name<br>Title<br>Utility Mgmt                                                         | Alan Srock<br>Sr. Director, Distribution Business<br>Operations<br>Xcel Energy         |

825 Rice St  
St. Paul MN

55117

## EXHIBIT 2

### COMPENSATION AND ORDERLY TRANSFER AGREEMENT AND BILL OF SALE

This Compensation and Orderly Transfer Agreement and Bill of Sale ("Agreement"), is made and entered into as of the 21<sup>st</sup> day of December, 2015, by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation, d/b/a Xcel Energy, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota ("Xcel Energy"), and the Kasson Public Utilities, City of Kasson, a Minnesota municipal utility, with its principal office located at 401 5th Street SE, Kasson, MN 55944, Minnesota ("Kasson"), each a "Party" and collectively, "the Parties."

### RECITALS

A. The Parties entered an Exception Agreement dated April 24, 2013 ("2013 Agreement"), which provided Xcel Energy the limited right to provide electric service by exception within Kasson's assigned electric service territory. The exception area described in the 2013 Agreement included Kasson's waste water treatment plant, which is depicted in further detail in Exhibit A (the "Affected Area").

B. Under the 2013 Agreement, Kasson may choose to serve the exception area (1) by providing 90-days notice to Xcel Energy, and (2) by paying compensation for applicable Xcel Energy facilities. Kasson provided notice to Xcel Energy in a letter dated September 24, 2014. The 2013 Agreement further provides that the Parties will memorialize the terms and conditions of their agreement as to compensation, and the Parties desire to do so in this Agreement.

NOW THEREFORE, in consideration of the promises exchanged herein and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Transfer of Facilities. Pursuant to the 2013 Agreement, Kasson will pay Xcel Energy the net book value (original cost less depreciation) of the electric service facilities in place in the Affected Area at the time of the notice (the "Facilities"). Xcel Energy has calculated the value of the Facilities to be \$15,944.17. The Facilities are described in greater detail on Exhibit B. Payment for the Facilities shall be made within thirty (30) days of Kasson's receipt of (a) Xcel Energy's executed signature pages of this Agreement, and (b) Xcel Energy's invoice for the Facilities.

1.1 Xcel Energy hereby sells, conveys, transfers, assigns and sets over to Kasson, its successors and assigns, all of the right, title and interest of the Xcel Energy in and to the Facilities. Kasson hereby accepts the assignment of all of the right, title and interest of Xcel Energy in and to the Facilities.

2. No Additional Payment. As provided in the 2013 Agreement, and in recognition that the Affected Area remains part of Kasson's assigned electric service territory, except as set forth in Section 1.0 above, Kasson shall provide no compensation to Xcel

Energy, including, but not limited to, payment for loss of revenue, integration expense, or other appropriate factors, is required.

3. Orderly Transfer of Service. Service to the Affected Area shall transfer to Kasson on December 22, 2015, or on a date mutually agreed upon in writing between the Parties. The Parties agree to cooperate fully in notifying the affected customer as to the transfer of electric service and in arranging the transfer of service to be as convenient and seamless as possible.

4. Representations and Warranties. Kasson and Xcel Energy hereby mutually represent and warrant, each to the other, as follows:

(a) Each is duly organized and existing in good standing under the laws of the State of Minnesota and each has all requisite power and authority to own, lease, and operate its electric service facilities;

(b) Each has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and has taken all the necessary corporate action to authorize the execution, delivery, and performance of this Agreement;

(c) This Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms and except as provided in Section 5, no consent, authorization, approval, or exemption by any governmental or public body or authority is required in connection with the execution, delivery, and performance by each of the Parties of this Agreement; and

(d) Neither Party knows of any claim that may be asserted against the other arising from facts and circumstances occurring prior to the date hereof and relating to the provision of electric service to the Affected Area under the laws of the State of Minnesota governing exclusive electric service territories or relating to the Facilities.

4.1 Xcel Energy represents and warrants to Kasson that it has good and marketable title to the Facilities.

4.2 All representations and warranties herein shall survive the execution and delivery of this Agreement.

5. MPUC Filing. In conjunction with the signing of this Agreement, Kasson will prepare and complete a joint filing to the Minnesota Public Utilities Commission (the "Commission") by the Parties reflecting the termination of the service-by-exception for the Affected Area and the updating of the electric service territory maps, along with this Agreement as evidence of the Parties' resolution of compensation. Xcel Energy shall retain the right to review the joint filing before signature. Upon the filing of the document, Xcel Energy will send a notice to all affected customers in the Affected Area informing them of the Agreement, and that it has been filed with the Commission. This notice shall provide the Commission's address and the docket number to facilitate any

customer participation in the proceeding. Kasson shall retain the right to review the notice before sending. The Parties shall each, at their own expense, exercise any and all lawful efforts reasonable and necessary to respond to any questions by the Commission, Department of Commerce, or other agency, and to assure approval.

6. Miscellaneous.

6.1 Entire Agreement. This Agreement (including recitals and exhibits hereto) constitutes the entire Agreement and, with respect to service within the Affected Area and compensation to Xcel Energy, supersedes all prior agreements and understandings, oral and written, between the Parties. This Agreement may only be amended in writing, signed by each of the Parties. Headings are provided for convenience and are not a part of this Agreement.

6.2 Severance. If any provision in this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

6.3 Assignment. This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.

6.4 Joint Drafting. The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.

6.5 Counterparts. This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

6.6 Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.

[Remainder of page intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.


Northern States Power Company,  
a Minnesota corporation

Kasson Public Utilities, City of Kasson

By: \_\_\_\_\_  
Laura McCarten  
Regional Vice President, Xcel Energy

By: \_\_\_\_\_  
Theresa Coleman  
City Administrator

And

By:   
Stephen R. Foss  
Regional Vice President,  
Distribution Operations, Xcel Energy

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.

Northern States Power Company,  
a Minnesota corporation

By: Laura McCarten  
Laura McCarten  
Regional Vice President, Xcel Energy

And

By: \_\_\_\_\_  
Stephen R. Foss  
Regional Vice President,  
Distribution Operations, Xcel Energy

Kasson Public Utilities, City of Kasson

By: \_\_\_\_\_  
Theresa Coleman  
City Administrator

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.


Northern States Power Company,  
a Minnesota corporation

By: \_\_\_\_\_  
Laura McCarten  
Regional Vice President, Xcel Energy

And

By: \_\_\_\_\_  
Stephen R. Foss  
Regional Vice President,  
Distribution Operations, Xcel Energy

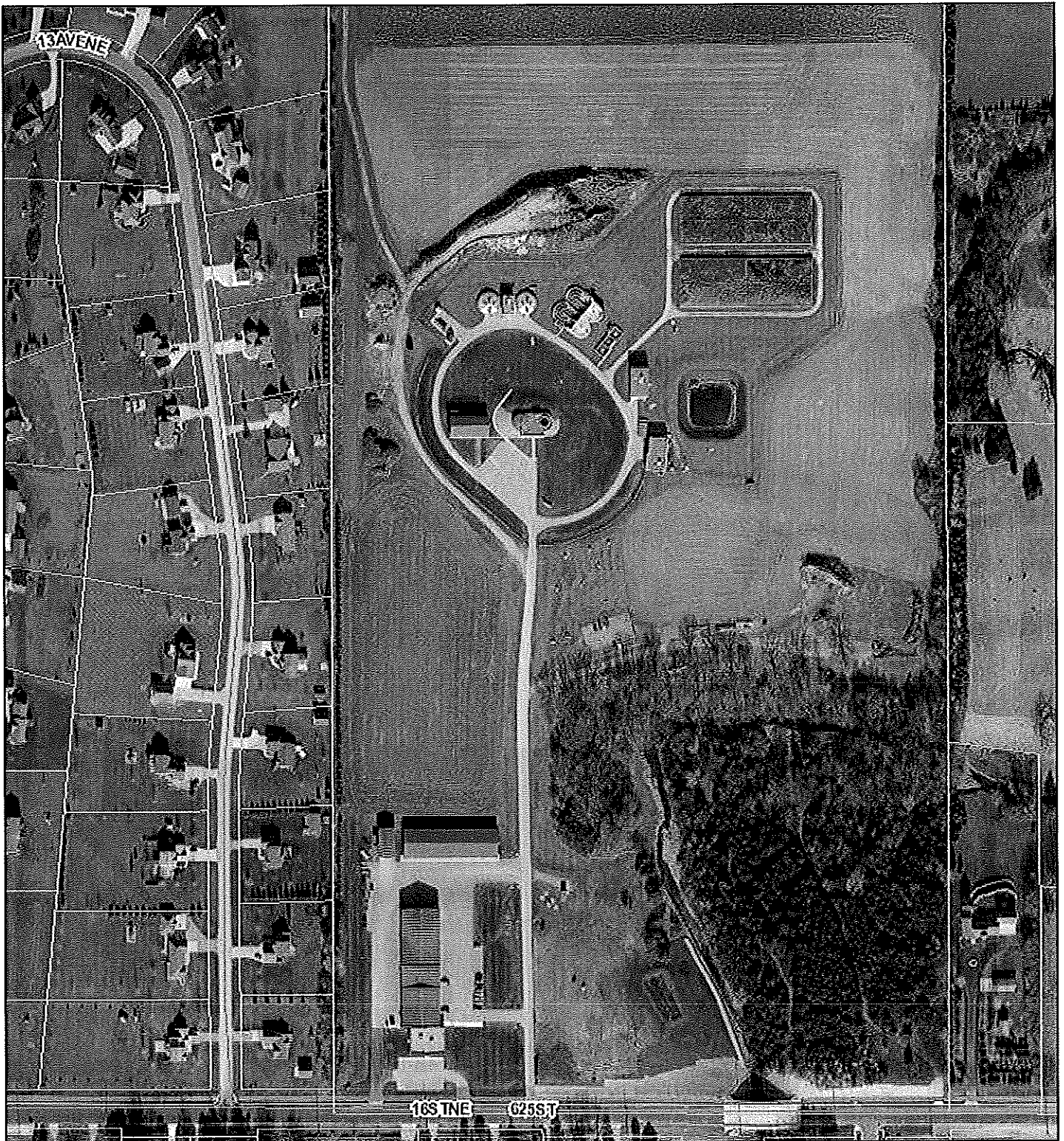
Kasson Public Utilities, City of Kasson

By:  \_\_\_\_\_  
Theresa Coleman  
City Administrator

## EXHIBIT A: MAP



# ArcGIS WebMap



December 21, 2015

Vector.GISDC.RDDCLN\_HWY

— <Null>

—

— CARG

— CARP

— CITY

— CSAHG

— CSAHP

— PVT

— RR

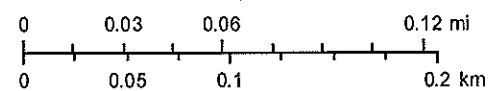
— SHWY

— TWP

— USHWY

□ Parcels

1:3,600



**EXHIBIT B**  
**Facilities Transferred to Kasson**

**Kasson WTP Materials**

| MATERIAL                  | QUANTITY |
|---------------------------|----------|
| ARRESTER                  | 3        |
| 3 PHASE BRACKET           | 2        |
| POLE GROUND               | 1        |
| FUSED CUTOUT              | 3        |
| HOTLINE CLAMP             | 6        |
| ADAPTER PIN               | 1        |
| 15kV INSULATOR            | 1        |
| TERMINATOR BRACKET        | 3        |
| ARRESTER BRACKET          | 3        |
| JUMPER WIRE               | 3        |
| WILDLIFE COVER            | 3        |
| WILDLIFE POLE WRAP        | 1        |
| PRIMARY TOP TIE           | 1        |
| TERMINATORS               | 3        |
| BOLTED STIRRUPS           | 3        |
| 3" U GARD                 | 1        |
| 3 PHASE 1/0 CABLE         | 1600     |
| 500 kVA TRANSFORMER       | 1        |
| TRANSFORMER GROUND        | 1        |
| ELBOW TERMINATORS         | 3        |
| ELBOW SURGE ARRESTERS     | 3        |
| #4 CU JOINT BONDING       | 1        |
| 500kVA CONCRETE PAD       | 1        |
| SECONDARY CONNECTION BARS | 4        |

## **PROPOSED SERVICE LIST**

Re: In the Matter of the Joint Request of the Kasson Public Utilities, City of Kasson and Northern States Power Company (d/b/a Xcel Energy) to Terminate Service-by-Exception Arrangement and Update Electric Service Territory Records  
MPUC Docket: \_\_\_\_\_

### Via Electronic Filing

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
350 Metro Square Building  
121 Seventh Place East  
St. Paul, MN 55101

### Via Electronic Filing

Ms. Sharon Ferguson  
MN Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198

### Via Electronic Filing

Julia Anderson  
Office of the Attorney General-DOC  
1800 BRM Tower  
445 Minnesota Street  
St. Paul, MN 55101-2134

### Via Electronic Filing

John Lindell  
Office of the Attorney General-RUD  
1400 BRM Tower  
445 Minnesota Street  
St. Paul, MN 55101-2130

### Via Electronic Mail

Alison Archer  
Xcel Energy  
Assistant General Counsel  
414 Nicollet Mall  
Minneapolis, MN 55401-1993  
[alison.c.archer@xcelenergy.com](mailto:alison.c.archer@xcelenergy.com)  
(Xcel Energy)

### Via Electronic Mail

Theresa Coleman  
City Administrator  
City of Kasson  
City Hall  
401 5th Street SE  
Kasson, MN 55944  
[Cityadministrator@cityofkasson.com](mailto:Cityadministrator@cityofkasson.com)  
(City of Kasson)

### Via Electronic Mail

Todd Kispert  
Electric Supervisor  
Kasson Public Utilities  
City Hall  
401 5th Street SE  
Kasson, MN 55944  
[electricdept@cityofkasson.com](mailto:electricdept@cityofkasson.com)  
(City of Kasson)

### Courtesy Copies

Ms. Kathleen M. Brennan  
McGrann Shea Carnival Straughn  
& Lamb, Chartered  
800 Nicollet Mall  
Suite 2600  
Minneapolis, MN 55402-7035  
[kmb@mcgrannshea.com](mailto:kmb@mcgrannshea.com)  
(Kasson Public Utilities)