ORDINANCE NO.- 12

AN ORDINANCE REGULATING THE CONSTRUCTION OF OUTBUILDINGS AND STORAGE CONTAINERS IN RESIDENTIAL AREAS

SECTION 1. GENERAL

Subd. 1. Purpose. The primary purpose of this ordinance is to establish standards for the construction of outbuildings and for the regulation of portable storage containers in residential areas in an effort to preserve the residential character of residential neighborhoods.

Subd. 2. Exemption for Existing Structures. All outbuildings built and established before the effective date of this ordinance and that have undergone no modification of the exterior wall surface after the aforementioned date are exempted from this ordinance.

Subd. 3. Structures Subject to this Ordinance. The terms of this Ordinance shall apply to Small Storage Buildings or Sheds as defined below and to Garages or Large Storage Buildings as defined below and to Portable Storage Containers as defined below. The terms of this Ordinance shall not apply to Portable Storage Sheds or Garden Sheds as defined below unless said Portable Storage Shed or Garden Shed is placed on or constructed upon a permanent foundation.

Subd. 4. Existing Regulations. All existing state and local building requirements remain in effect and act in conjunction with this ordinance.

Subd. 5. Unenforceability of Certain Terms. Should any term of this ordinance be found to be unenforceable according to any County, State, or Federal law, statue, or regulation, the remaining terms herein shall still remain in full force and effect.

Subd. 6. Definitions.

A. Portable Storage Shed or Garden Shed: A structure which is used for storage and which is not set on a permanent foundation and the square footage of the floor of which does not exceed Eighty (80) feet.

B. Small Storage Building or Shed: A structure which is used for storage or for hobby activities and the square footage of the floor of which is greater than Eighty (80) feet but less than One Hundred Ninety-Two (192) feet.

C. Garage or Large Storage Building: A structure which is used for storage including the storage of motor vehicles, and/or for hobby purposes and the square footage of the floor of which exceeds One Hundred Ninety-Two (192) feet.

D. Outbuilding: A Small Storage Building or Shed or a Garage or Large Storage Building, as defined herein, which is built within a residential area.

E. Portable Storage Container: A container which may be constructed of metal, wood, composites, or any combination thereof, which is used for storage, moving of items, and refuse removal and which may or may not be fully enclosed and which has a holding volume of more than two (2) cubic yards.

SECTION 2. EXTERIOR APPEARANCE AND SURFACE REQUIREMENTS

Subd. 1. Exterior Appearance. All outbuildings subject to the terms of this Ordinance shall be constructed so that the architectural design, color, roof pitch, and exterior appearance shall be similar to the dwelling structure located on the subject lot or lots.

Subd. 2. Exterior Surface Materials. All outbuildings subject to the terms of this Ordinance hall comply with the following Exterior Wall Surface Requirements:

A. At a minimum, 100% of all exterior wall surfaces shall be at least one or a combination of the following materials:

1. Brick.
2. Painted or custom colored concrete masonry Smooth or Rock Face is permitted.
3. Natural or cultured (concrete replication) stone.
4. Natural real wood lap siding, tongue and groove siding, or shakes (textured plywood or other man made wood products not allowed).
5. Painted fiber-cement siding with profile to simulate natural wood siding.
6. Pre-cast concrete structural wall panels with raked, exposed aggregate, etched, or architectural grade finish.
7. Architectural Precast Concrete.
8. Stucco and Exterior Insulation Finish Systems (EIFS).
9. Doors, Windows, & Curtain Wall Glass Assemblies.
10. Metal siding provided that it is similar to the style of the residential dwelling.

B. Materials not allowed:
1. Vertical metal siding.
2. Metal roofing materials, except for those that are specifically architecturally designed as roofing materials.
3. Any material not noted above.

Subd. 3. Pre-engineered Metal Buildings. Pre-engineered metal buildings (and pole- type structures) are not allowed within residential areas unless the external wall surfaces of all exterior walls comply with the Exterior Wall Surface Requirements as found herein.

SECTION 3. SETBACK AND CONSTRUCTION REQUIREMENTS

Subd. 1 Setback Requirements.

A. Any outbuilding constructed within the bounds of the front yard of a lot shall have a minimum setback of 25 feet.

B. Any outbuilding constructed within the bounds of a side yard shall have a minimum setback of 15 feet.

C. Any outbuilding constructed within the bounds of a rear yard shall have a minimum setback of 5 feet from the side and rear lines that encompass the entire lot or lots of the landowner.

D. Any small storage building, shed, garage, or large storage building must be constructed within 100 feet (less eaves and overhang) from the existing dwelling on the property.

Subd. 2 Foundation Requirements.

Any outbuilding subject to the terms of this ordinance shall be constructed on a concrete floating slab. No footings or foundation are required but are allowed. No pole building type construction will be approved.

Subd. 3. Height Restrictions

A. A Small Storage Building or Shed shall not have side walls of a height greater than Nine feet (9'), and the total height thereof shall not exceed Thirteen (13) feet.

B. A Garage or Large Storage Building shall not have a total height of greater than Twenty-four (24) feet or the height of the dwelling structure, whichever is less.

Subd. 4. Square Footage Restrictions

A. The square footage of a Small Storage Building or Shed shall be restricted according to the definition thereof as given herein.

B. A Garage or Large Storage Building shall not have a floor area whose square footage exceeds the square footage of the main floor of the dwelling structure or One Thousand Two Hundred (1,200) feet, whichever is less.

SECTION 4. PORTABLE STORAGE CONTAINERS

Subd. 1. Placement of Portable Storage Containers

Portable Storage Containers as defined herein shall be placed in such a manner as to not encroach upon the property of adjacent property owners and shall be at least five (5) from the lot lines between the subject property and the property of adjacent owners. In addition, Portable Storage Containers shall be placed at least ten (10) feet from public rights of way including roads, alleys, and sidewalks which are located on such public rights of way.

Subd. 2. Length of Time during which Portable Storage Containers May Be Left on Property

Portable Storage Containers as defined herein may be left on residential property for a duration of no more than six (6) months. If the Portable Storage Container is being used for the removal of refuse and demolition accumulated during the construction or remodeling of a structure also located on the subject property, the landowner or contractor may apply to the City Council for and extension of this time period if it is determined that an extension is warranted based upon the facts and with notice given to adjacent property owners prior to the granting of any extension. In addition, a landowner of lessee of property may not have a Portable Storage Container or Containers on his/her property for more than 6 months of any given calendar year unless an extension of the time be granted as given above, and the continuous duration that a Portable Storage Container or Containers may be on a property shall not be longer than 6 months unless an extension of time be granted as given above.

Sudb. 3. Number of Portable Storage Containers Allowed

There may not be more than one (1) Portable Storage Container on the property of a landowner at any time.

SECTION 5. MISCELLANEOUS TERMS

Subd. 1. Number of Outbuildings Limited. A landowner may only have One (1) Small Storage Building or Shed and One (1) Garage or Large Storage Building on their property regardless of the number of lots they own which are adjacent to each other, unless they own multiple lots and there is more than one dwelling structure on any one lot, in which case they may have One (1) Small Storage Building or Shed and One (1) Garage or Large Storage Building for each dwelling structure; however, if the landowner's property includes multiple lots and multiple dwelling structures, there may only be One (1) Small Storage Building or Shed and One (1) Garage or Large Storage Building on any one lot, and said outbuildings shall then be subject to the setbacks described herein based upon the bounds of the lot the dwelling structure is situated upon.

Subd. 2. Use Restricted. The outbuildings subject to the terms hereof may not be used for business purposes, except that an area of not more than Ten (10) feet by Ten (10) feet may be used for storing and maintaining business records; however, said area may not be used to display goods or demonstrate services to prospective customers or clients.

Subd. 3. Sale of Outbuilding Restricted. A landowner may not sell as a separate parcel any lot or lots or part thereof on which a Small Storage Building or Shed or on which a Garage or Large Storage Building is situated unless it is sold with the dwelling structure and all outbuildings located on the property of the landowner.

Lexi Moore, Mayor

Attest: _____
Connie Wiertzema, City Clerk

Introduced: 9-11-12
Passed: 9-11-12
Published: 9-20-12
Effective: 9-20-12

ORDINANCE NO. 13

AN ORDINANCE OF THE CITY OF HILLS, ANNEXING LAND LOCATED IN THE TOWN OF HILLS, ROCK COUNTY, MINNESOTA TO THE CITY OF HILLS, ROCK COUNTY, MINNESOTA, PURSUANT TO MINN. STAT. § 414.033, SUBD. 2(3), PERMITTING ANNEXATION BY ORDINANCE

THE CITY OF HILLS DOES HEREBY ORDAIN:

Section 1. That the unincorporated land legally described in Exhibit 1 (the "subject area"), which is attached hereto and incorporated herein by reference, located in the Township of Martin, Rock County, Minnesota, is land that is contiguous to and abuts the municipal corporate limits of the City of Hills, Rock County, Minnesota; is land that is 120 acres or less in size; is land that is not presently served by public wastewater facilities, and for which public wastewater facilities are not otherwise available than through the city of Hills; and is land that is existing or proposed for immediate urban or suburban development.

Section 2. That all the owners of the subject area have requested annexation for purposes of immediately connecting the existing urban or suburban commercial property to the City of Hills's public utility systems and has submitted a petition to the City Council of the City of Hills for annexation of said land.

Section 3. That the City of Hills held a public hearing pursuant to Minn. Stat. § 414.033, subd. 2b, on April 11, 2011, following thirty (30) days written notice by certified mail to the Townhip of Martin and to all landowners within and contiguous to the subject area.

Section 4. That the corporate limits of the City of Hills are hereby extended to include the subject area, which is shown on the map attached hereto and incorporated herein by reference as Exhibit 2, and which contains 49.56 acres, and the same is hereby annexed to be included within the City of Hills, Rock County, Minnesota.

Section 5. That the population of the subject area that is hereby annexed is 0.

Section 6. That with respect to the property taxes payable on the subject area that is hereby annexed, the total Township taxes payable 2011 are $1.32. The City of Hills recommends that it be ordered to make a cash payment to the Township of Martin for the period and in accordance with the following schedule:

> In the first year following the year the City of Hills could first levy on the annexed area, 2011, an amount equal to one hundred (100%) percent of the property taxes distributed to the Township of Martin in regard to the annexed area in the last year the property taxes from the annexed were payable to the Township, as and for a final payment.

Section 7. That there are no special assessments assigned by the Township to the subject area and there is no debt incurred by the Township prior to the annexation and attributable to the

subject area for which reimbursement is required.

Section 8. That upon the effective date of the annexation of the subject area as established in Section 10 below, the zoning for the entirety of the subject area shall be "Residential" as defined in the City's Zoning Code.

Section 9. That the City Administrator of the City of Hills is hereby authorized and directed to file a copy of this Ordinance with the Minnesota Office of Administrative Hearings Municipal Boundary Adjustments Office, the Minnesota Secretary of State, the Rock County Auditor, and the Martin Township Clerk.

Section 10. That this Ordinance shall be in full force and effective and final upon the date this Ordinance is approved by the Minnesota Office of Administrative Hearings.

Passed and adopted this 12th day of April, 2011.

CITY OF HILLS

By: _____
Lexi Moore, Mayor

ATTEST:

By: _____
Connie Wiertzema, City Clerk

Published: May 26, 2011
Approved by Minnesota Office of Administrative Hearings: May 10, 2011
Effective Date: _____

EXHIBIT 1
Legal Description

TRACTS 3, 4, AND 5 ON THE SURVEY LABELED EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCED;

AND,

THE PROPERTY DESCRIBED ONT HE COPY OF THE SURVEY LABELED EXHIBIT B, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

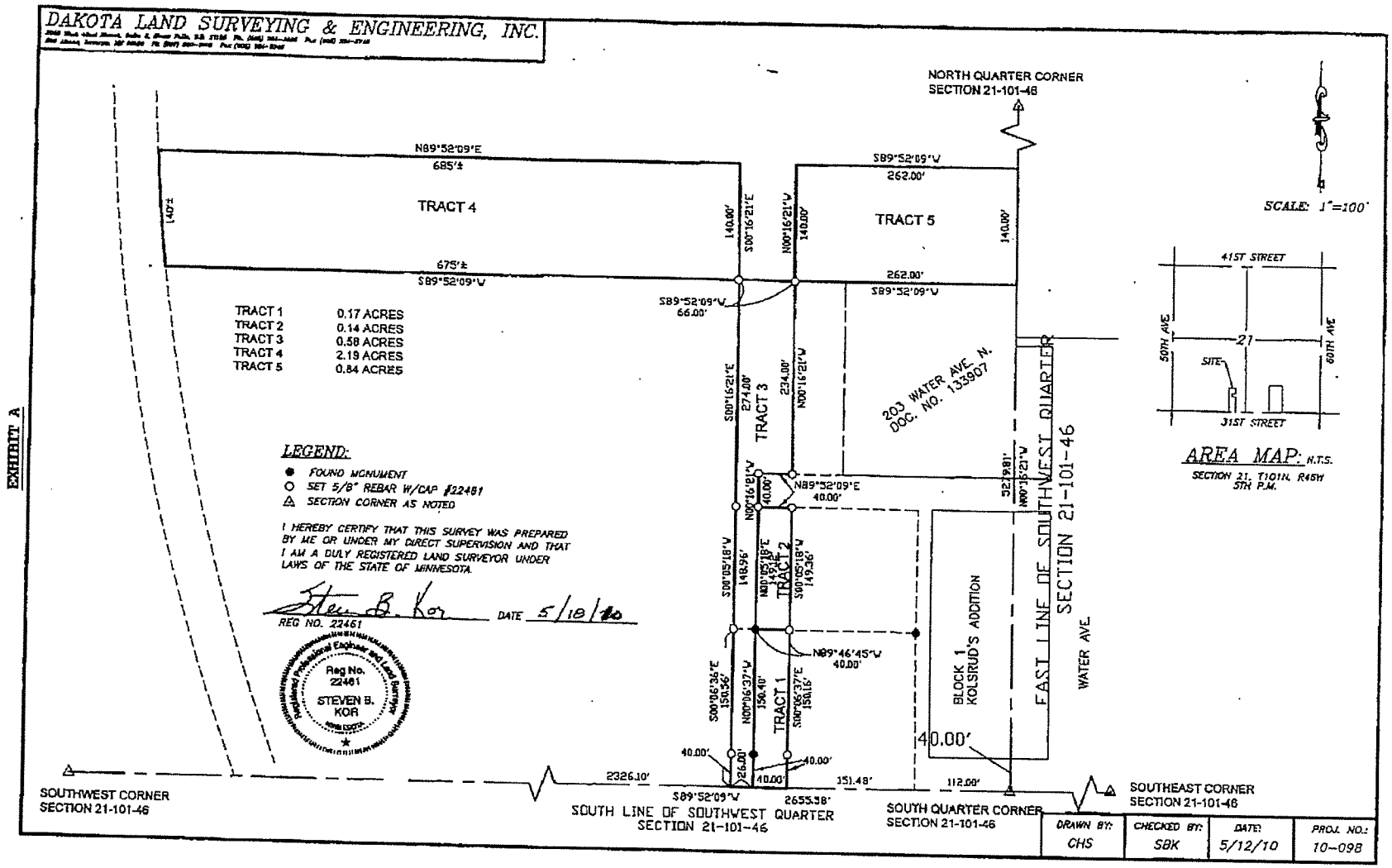

DAKOTA LAND SURVEYING & ENGINEERING, INC.
EXHIBIT A
NORTH QUARTER CORNER
SECTION 21-101-46
SCALE: 1"=100'
N89°52'09"E
685'±
TRACT 4
140'±
675'±
S89°52'09"W
TRACT 5
S89°52'09"W
262.00'
140.00'
N00°16'21"W
S00°16'21"E
262.00'
S89°52'09"W
66.00'
TRACT 1 0.17 ACRES
TRACT 2 0.14 ACRES
TRACT 3 0.58 ACRES
TRACT 4 2.19 ACRES
TRACT 5 0.84 ACRES
LEGEND:
FOUND MONUMENT
SET 5/8" REBAR W/CAP #22461
SECTION CORNER AS NOTED
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER LAWS OF THE STATE OF MINNESOTA.
Steven B. Kor
REG NO. 22461
DATE 5/10/10
Reg No. 22461
STEVEN B. KOR
TRACT 3
TRACT 2
TRACT 1
274.00'
234.00'
148.96'
149.36'
156.40'
156.16'
N89°52'09"E
40.00'
N89°46'45"W
40.00'
S00°06'36"E
156.56'
N00°06'37"W
S00°06'37"E
40.00'
26.00'
203 WATER AVE. N.
DOC. NO. 133907
BLOCK 1
KOLSRUD'S ADDITION
EAST LINE OF SOUTHWEST QUARTER
SECTION 21-101-46
WATER AVE
321.81'
N00°35'21"W
112.00'
151.48'
2326.10'
2655.38'
SOUTHWEST CORNER
SECTION 21-101-46
SOUTH LINE OF SOUTHWEST QUARTER
SECTION 21-101-46
SOUTH QUARTER CORNER
SECTION 21-101-46
SOUTHEAST CORNER
SECTION 21-101-46
41ST STREET
50TH AVE
60TH AVE
21
SITE
31ST STREET
AREA MAP: N.T.S.
SECTION 21, T101N, R45W
5TH P.M.
DRAWN BY: CHS
CHECKED BY: SBK
DATE: 5/12/10
PROJ. NO.: 10-098

EXHIBIT A (CONTINUED)

DAKOTA LAND SURVEYING & ENGINEERING, INC.

TRACT 1
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 101 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF HILLS, ROCK COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST GEODETIC BEARING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 303.48 FEET, 302 FEET (R.); THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE FOUND; THENCE CONTINUE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 150.40 FEET, 150 FEET (R.) TO AN IRON STAKE FOUND; THENCE SOUTH 89 DEGREES 46 MINUTES 45 SECONDS EAST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE SOUTH 00 DEGREES 08 MINUTES 37 SECONDS EAST A DISTANCE OF 150.19 FEET TO AN IRON STAKE; THEN CONTINUTE SOUTH 00 DEGREES 08 MINUTES 37 SECONDS EAST A DISTANCE OF 40.00 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO SAID POINT OF BEGINNING.

SAID TRACT IS SUBJECT TO ROADWAY EASTMENTS AND ANY OTHER EASEMENTS OF RECORD, IF ANY.

TRACT 2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 101 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF HILLS, ROCK COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST GEODETIC BEARING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 303.48 FEET, 302 FEET (R.); THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 190.40 FEET TO POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST A DISTANCE OF 149.12 FEET, 150 FEET (R.) TO AN IRON STAKE ON THE SOUTH LINE OF NORTH 2ND STREET; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST ALONG SAID SOUTH LINE OF NORTH 2ND STREET A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST A DISTANCE OF 149.38 FEET TO AN IRON STAKE; THENCE NORTH 89 DEGREES 46 MINUTES 45 SECONDS WEST A DISTANCE OF 40.00 FEET TO SAID POINT OF BEGINNING.

SAID TRACT IS SUBJECT TO ROADWAY EASTMENTS AND ANY OTHER EASEMENTS OF RECORD, IF ANY.

TRACT 3
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 101 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF HILLS, ROCK COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST GEODETIC BEARING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 303.48 FEET, 302 FEET (R.) TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE FOUND; THENCE CONTINUE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 150.40 FEET, 150(R.) TO AN IRON STAKE FOUND; THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST A DISTANCE OF 149.12 FEET, 150 (R.) TO AN IRON STAKE; THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST A DISTANCE OF 274.00 FEET TO AN IRON STAKE; THENCE SOUTH 00 DEGREES 05 MINUES 18 SECONDS WEST A DISTANCE OF 148.96 FEET TO AN IRON STAKE; THENCE SOUTH 00 DEGREES 08 MINUTES 36 SECONDS EAST A DISTANCE OF 150.56 FEET TO AN IRON STAKE; THENCE CONTINUE SOUTH 00 DEGREES 08 MINUTES 36 SECONDS EAST A DISTANCE OF 40.00 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 26.00 FEET TO SAID POINT OF BEGINNING.

SAID TRACT IS SUBJECT TO ROADWAY EASTMENTS AND ANY OTHER EASEMENTS OF RECORD, IF ANY.

TRACT 4
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 101 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF HILLS, ROCK COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST GEODETIC BEARING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 303.48 FEET, 302 FEET (R.); THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE FOUND; THENCE CONTINUE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 150.40 FEET, 150(R.) TO AN IRON STAKE FOUND; THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST A DISTANCE OF 149.12 FEET, 150 (R.) TO AN IRON STAKE; THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 234.00 FEET TO AN IRON STAKE; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST A DISTANCE OF 66.00 FEET TO POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST A DISTANCE OF +/- 575.00 FEET TO AN IRON STAKE ON THE EASTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY (THIS LINE REFERRED TO AS LINE A); THENCE NORTHERLY ALONG SAID RIGHT OF WAY A DISTANCE OF +/- 140.00 FEET TO AN IRON STAKE; THENCE ON A LINE PARALLEL TO AND 140.00 FEET NORTH OF LINE A, NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST A DISTANCE OF +/- 685.00 FEET TO AN IRON STAKE; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 140.00 FEET TO SAID POINT OF BEGINNING.

SAID TRACT IS SUBJECT TO ROADWAY EASTMENTS AND ANY OTHER EASEMENTS OF RECORD, IF ANY

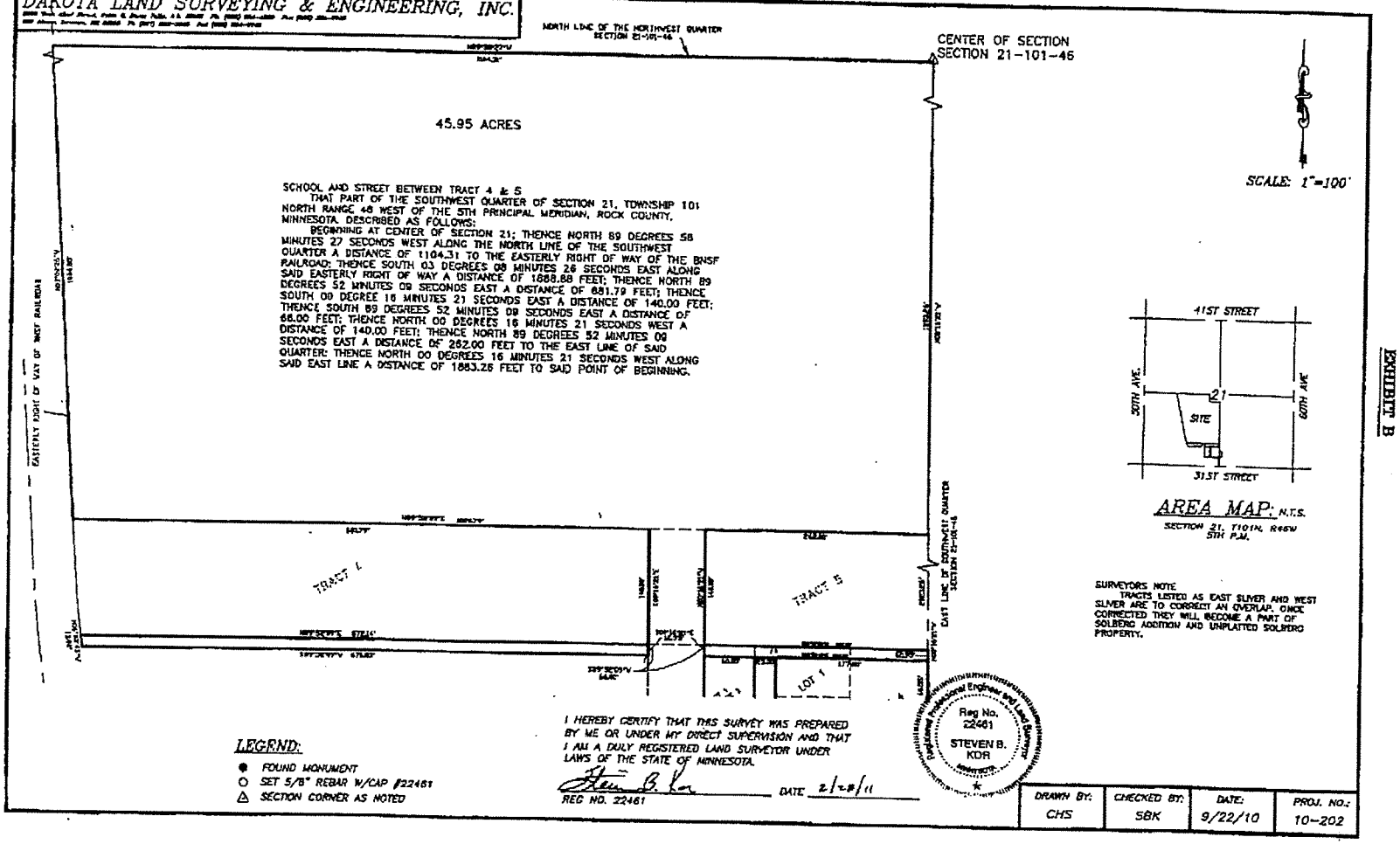
TRACT 5
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 101 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF HILLS, ROCK COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST GEODETIC BEARING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 303.48 FEET, 302 FEET (R.); THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE FOUND; THENCE CONTINUE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST A DISTANCE OF 150.40 FEET, 150(R.) TO AN IRON STAKE FOUND; THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST A DISTANCE OF 149.12 FEET, 150 (R.) TO AN IRON STAKE; THENCE NORTH 89 DEGREES 52 MINUTES 09 WEST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST A DISTANCE OF 40.00 FEET TO AN IRON STAKE; THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 234.00 FEET TO AN IRON STAKE BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 140.00 FEET TO AN IRON STAKE; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST A DISTANCE OF 262.00 FEET TO AN IRON STAKE ON THE EAST LINE OF SAID QUARTER; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 140.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 02 SECONDS WEST A DISTANCE OF 262.00 FEET TO SAID POINT OF BEGINNING.

SAID TRACT IS SUBJECT TO ROADWAY EASTMENTS AND ANY OTHER EASEMENTS OF RECORD, IF ANY

DRAWN BY:	CHECKED BY:	DATE:	PROJ. NO.:
CHS	SBK	5/12/10	10-098

DAKOTA LAND SURVEYING & ENGINEERING, INC.



LEGEND:

- ● FOUND MONUMENT
- ○ SET 5/8" REBAR W/CAP #22461
- △ SECTION CORNER AS NOTED

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER LAWS OF THE STATE OF MINNESOTA.

Steven B. Kor

REG NO. 22461 DATE 2/28/11

Professional Engineer and Land Surveyor
Reg No. 22461
STEVEN B. KOR

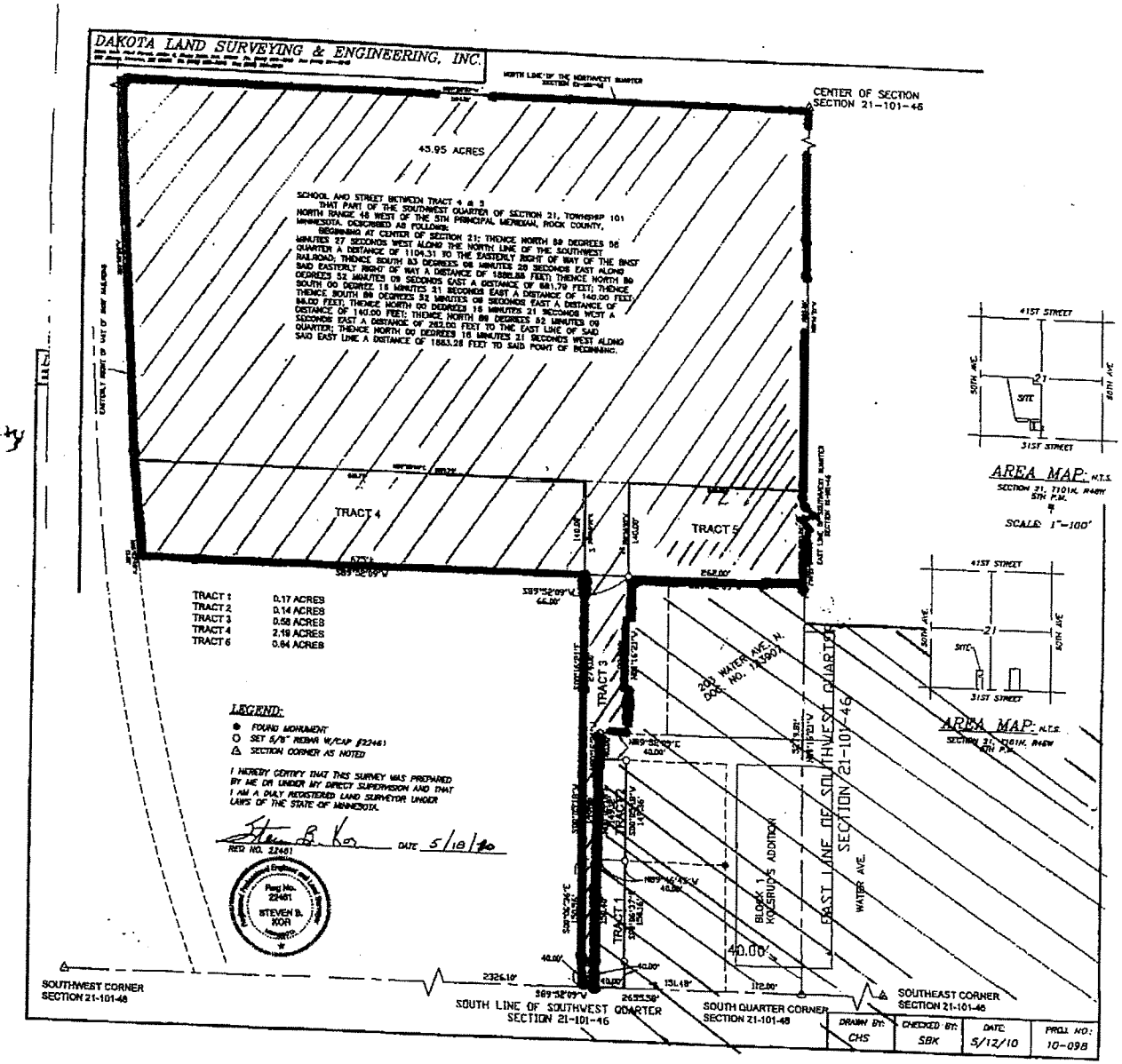
DRAWN BY:	CHECKED BY:	DATE:	PROJ. NO.:
CHS	SBK	9/22/10	10-202

EXHIBIT B

EXHIBIT 2
Boundary Map

property to be annexed

Currently annexed property in city of Hills



ORDINANCE #15

AN ORDINANCE AUTHORIZING THE GRANT OF CABLE COMMUNICATIONS FRANCHISES IN THE CITY OF HILLS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE(S).

The City of Hills hereby ordains:

SECTION I
SHORT TITLE AND DEFINITIONS

A) Short Title. This Ordinance shall be known and cited as the Cable Communications Regulatory Ordinance.

B) Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

1) "Administrator" shall mean the Mayor or similar chief administrator of the City as may be elected or appointed.

2) "Applicant" shall be any Multichannel Video Program Distributor that submits an application to the City in accordance with Section III hereof.

3) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

4) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than;

a) Video Programming carried on the Basic Cable Service tier;

b) Video Programming offered on a pay-per-channel or pay-per-program basis; or

c) A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:

i) Consists of commonly identified Video Programming; and

ii) Is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(l)(2) and 47 C.F.R. §76.901(b) (1993).

5) "Cable Service" means the two-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

6) "Cable System" or "System" shall have the meaning ascribed to it in applicable federal law.

7) "City" is the City of Hills.

8) "Council" means the Hills, the City Council.

9) "FCC" means the Federal Communications Commission.

10) "Franchise" means an initial authorization, or renewal thereof issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other MVPD facility.

11) "Franchise Area" means the area within the legal boundaries of the City.

12) "Grantee" is the Person which is granted a Franchise in the City pursuant to this Ordinance, its agents and employees, lawful successors, transferees or assignees.

13) "Gross Revenue" means only that monthly revenue received from Basic Cable Service, Cable Programming Service, and Pay Television directly by the Grantee from the operation of its System within Franchise Area. The term "Gross Revenues" shall not include any other revenue billed or received by the Grantee including, but not limited to installation fees, equipment rental fees, maintenance fees, repair fees, replacement fees, aid-to-construction fees, connection fees, equipment upgrades, Franchise Fees, late fees, any fees itemized and passed through as a result of Franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

14) "Multichannel Video Program Distributor" or "MVPD" means a Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an OVS provider, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of Video Programming.

15) "Open Video Services" or "OVS" means any Video Programming Services provided to any Person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. §573, as may be amended, regardless of the Facilities used.

16) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

17) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

18) "Standard Installation" means any residential installation which can be completed using a drop of one hundred fifty (150) feet or less.

19) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by the City.

20) "Subscriber" means any Person who lawfully receives Cable Service.

21) "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION II
GRANT OF AUTHORITY AND GENERAL PROVISIONS

A) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming or other MVPD services, including OVS, in the City without a Franchise authorizing the same, unless applicable Federal or State law prohibits the City's enforcement of such a requirement.

B) Grant of Franchise. Any Franchise that is granted in the City shall be subject to the terms and conditions contained herein.

C) Grant of Nonexclusive Authority.

1) A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System.

2) A Franchise shall be nonexclusive, and the City reserves the right to grant a similar use of said Streets to any MVPD at any time, provided, however, that all Franchises shall contain the same terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise to operate by the City, and the terms and conditions of which do not comply with this Ordinance, then any other Grantees shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the City; or (ii) to petition the City for modifications to its Franchise, in which case the City shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by the City shall not be unreasonably withheld, delayed or conditioned.

3) Before granting an additional Franchise, the City shall give written notice to all Grantees of any new application, identifying the Applicant for such additional Franchise and providing at least thirty (30) days prior notice of the date, time, and place at which the City shall consider and/or determine whether such additional Franchise should be granted.

4) Every Franchise shall apply to the entire service area of the City, as it exists now or may later be configured.

5) In the event the City grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Cable Service in the City, a Grantee shall have the right to terminate or reduce the term of this Franchise in its sole discretion.

6) Neither the City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.

D) Franchise Term. A Franchise shall be in effect for a period of up to fifteen (15) years from the effective date of the agreement, unless renewed, revoked, or terminated sooner as herein provided.

E) Territorial Area Involved. A Franchise shall be granted for the corporate boundaries of the City, as it exists from time to time. In the event of annexation by the City, or as

development occurs, any new territory shall become part of the area covered, provided, however, that Grantee(s) shall not be required to extend service beyond its present System boundaries unless there is a minimum of twenty-five (25) homes per cable mile as measured from the last fiber node or terminating amplifier.

F) Written Notice. All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to any officer of Grantee or the City's Administrator of this Ordinance as specified in a Franchise.

SECTION III
APPLICATION FOR NEW FRANCHISE

A) Applications.

1) An application for an initial Franchise to provide Video Programming shall be in writing on a form provided by the City which shall contain where applicable:

a) The Applicant's name.

b) The business address of the Applicant.

c) The name and contact information of a designated contact for the Applicant.

d) A description of the geographic area that the Applicant proposes to serve.

e) The System provisions and public service support proposed by the Applicant, if any.

f) The term of the Franchise proposed by the Applicant.

g) Whether the Applicant holds an existing authorization to access the public rights-of-way in the subject Franchise Area as described under paragraph (b)(5) of 47 C.F.R. § 76.41.

h) The amount of the Franchise Fee the Applicant offers to pay.

i) Any additional information required by applicable State or local laws, if any.

j) The signature of an authorized officer of the Applicant acknowledging the certification of the contents of the application and the Applicant's agreement to all terms and conditions of the proposed Franchise which are contained therein.

2) The Initial Franchise Application may be evaluated according to the following criteria, and approved within one-hundred eighty (180) days after the City deems the Application is complete. In the event Applicant is already authorized to

occupy the Rights-of-Way, the time for review and approval will be ninety (90) days.

3) The evidence of legal, technical and financial ability required in the Applicant's proposal will be such as to assure the ability to complete the entire System within a reasonable time from the date the Franchise is granted. The City will also consider the Applicant's ability to operate the System and provide the necessary Cable Services or Video Programming in compliance with the terms of this Ordinance.

4) The Administrator or designee shall prepare a report and make his or her recommendations respecting such application to the Council.

5) A public hearing shall be set prior to any grant of a Franchise, at a time and date approved by the Council. Within thirty (30) days after the close of the hearing, the Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions.

6) The City may consider any additional information that it deems applicable.

B) Acceptance.

1) By submitting an application, the Applicant shall be deemed to have acknowledged the validity of the contents of the application and agreed to all of the terms and conditions thereof. If the application is approved by the Council, it shall be executed by the Administrator. Such execution by the Administrator shall be deemed the grant of a Franchise for all purposes, and the Applicant shall be deemed a Grantee as defined herein.

2) Upon approval of the Council and execution by the Administrator, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered with the application.

3) Upon submission of the Application and the execution thereof by the Administrator, Grantee shall be bound by all the terms and conditions contained herein.

SECTION IV
CONSTRUCTION AND OPERATIONS STANDARDS

A) Conditions on Street Use.

1) A Grantee shall obtain all required permits from the City before commencing any construction upgrade or extension of the System.

2) The City shall impose no permit fees upon a Grantee.

3) If at any time during the period of a Franchise the City shall elect to alter, or change the grade or location of any Street, alley or other public way, a Grantee shall, at its own expense, upon reasonable notice by the City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If the City reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

4) A Grantee shall, on request of any Person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

5) A Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

6) Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

7) In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

8) A Grantee shall at all times construct and operate its System in accordance with applicable FCC technical specifications.

9) In the event that the use of any part of the System is discontinued for any reason for a continuous period of twelve (12) months, or in the event such Systems or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the System as specified herein, promptly remove from the streets, or public places all such property and poles of such System other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the City.

10) Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

11) All cable and passive equipment for cable television reception service installed by Grantee at a Subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of service to any Subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such Subscriber upon his request.

12) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the designated representative of the Council with regard to locations, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Council or its designated representative determines that the public convenience would be enhanced thereby.

13) Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the Council may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

14) Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

15) Grantee shall at all times maintain on file with the City Auditor a schedule setting forth all rates and charges to be made to Subscribers for Basic Cable Service, including installation charges.

16) During the term hereof, the City may regulate rates only if authorized to do so by the FCC regulations and then such regulation shall only be in accordance with the provisions of such regulations.

SECTION V
SYSTEM PROVISIONS AND PUBLIC SERVICES

A) Operation and Maintenance of System. A Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

1) Service to Schools and the City. A Grantee may, subject to the territorial area requirements of Section II(D) hereof, provide outlets of Basic Cable Service at no

cost to the City to such locations to be mutually agreed upon by the City and Grantee.

2) PEG Channel. The Grantee may allocate certain channels to the City as a public, educational or governmental access channel. Until such time as the City files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use said channel.

3) Emergency Use. A Grantee shall comply with the emergency alert requirements of federal law.

SECTION VI
OPERATION AND ADMINISTRATION PROVISIONS

A) Indemnification of the City.

1) A Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to the City's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

2) In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must with respect to each claim:

a) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;

b) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

c) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

B) Insurance. A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage,

in protection of the City in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars ($300,000) for personal injury or death of any one Person, and One Million Dollars ($1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars ($300,000) for property damage to any one Person and One Million Dollars ($1,000,000) for property damage resulting from any one act or occurrence.

C) Franchise Fee.

1) A Grantee may pay the City a monthly Franchise Fee in an amount equal to a certain percentage of Grantee's Gross Revenues, which percentage shall be agreed to by and between the City and the Applicant ("Franchise Fee").

2) The Franchise Fee may not to exceed the rate limitations set forth under Federal Law.

3) The Franchise Fee shall be payable monthly, together with a brief report showing the basis for the computation.

4) The period of limitation for recovery of any Franchise Fee payable hereunder shall be three (3) years from the date on which payment by Grantee is due.

SECTION VII
REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

A) The City's Right to Revoke. The City reserves the right to revoke, terminate or cancel a Franchise, if after strictly following the procedures required by Section VII(B) below, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation.

B) Procedures for Revocation.

1) The City shall provide a Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance. Together with the notice required herein, the City shall provide Grantee with written findings of fact which are the basis of the revocation.

2) Grantee shall be provided the right to a public hearing affording due process before the Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. the City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

3) After the public hearing and upon written determination by the City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

4) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

5) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

C) Sale or Transfer of Franchise. No sale or transfer of a Franchise shall take place without the written approval of the City, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of a Grantee. Said approval shall not be required where a Grantee grants a security interest in its Franchise and assets to secure indebtedness.

SECTION VIII
MISCELLANEOUS PROVISIONS

B) Franchise Renewal. Any renewal of a Franchise shall be done in accordance with applicable law, if any.

1) Amendment of Franchise. A Grantee and the City may agree, from time to time, to amend a Franchise. Such written amendments may be made at any time, in accordance with applicable law.

2) Marketing. A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary.

3) Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and the remainder shall remain in full force and effect.

SECTION IX
PUBLICATION, EFFECTIVE DATE

A) Publication; Effective Date. If applicable, this Ordinance shall be published in accordance with law. The effective date of this Ordinance shall be the 12th day of July 2011.

Passed and adopted this 12th day of July, 2011.

CITY OF HILLS, MINNESOTA

By: L Moore Lexi Moore
Its: Mayor

New Franchise Application Information

This New Franchise Application Information is hereby presented to the City of Hills, Minnesota, in accordance with Ordinance #15 (the "Ordinance"). Capitalized terms used herein without definition shall have the same definition as provided in the Ordinance.

a. **The Applicant's Name:**

Alliance Communications Cooperative, Inc. ("Alliance")

b. **The business address of the applicant:**

Alliance Communications Cooperative, Inc.
612 3rd Street
PO Box 349
Garretson, SD 57030

c. **The name and contact information of a designated contact for the applicant:**

Alliance Communications Cooperative, Inc.
Attn: Don Snyders
612 3rd Street
PO Box 349
Garretson, SD 57030
Phone: 605-594-3411
Fax: 605-594-6776
don@alliancecom.net

d. **A description of the geographic area that the applicant proposes to serve:**

The proposed ordinance shall be granted for the corporate boundaries of the City of Hills, Minnesota ("City"), as it exists from time to time. In the event of annexation by the City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Alliance shall not be required to extend Cable Service beyond its present System boundaries unless there is a minimum of twenty-five (25) homes per cable mile as measured from the last fiber node or terminating amplifier.

e. **The PEG channel capacity and capital support proposed by the applicant:**

Alliance shall allocate _____ (___) channel to the City as a public, educational or governmental access channel. Until such time as the City files a written request with Alliance for full-time use of the channel, Alliance shall have the right to use that portion of the channel capacity that is not being used by the City. Alliance shall have a reasonable period of time after notification to vacate its use of the channel. Alliance shall, subject to the requirements of Section V of the Ordinance, provide _____ (___) outlets of Basic Cable Service at no cost to the City at a location to be mutually

agreed upon by the City and Alliance. Alliance shall comply with the emergency alert requirements of federal law.

f. **The term of the agreement proposed by the applicant:**

A Franchise shall be in effect for a period of up to fifteen (15) years from the adoption of this Application, unless renewed, revoked, or terminated sooner.

g. **Whether the applicant holds an existing authorization to access the public rights-of-way in the subject Franchise Area as described under paragraph (b)(5) of this section:**

Yes, the applicant currently holds an existing authorization to access the public rights-of-way as a telephone local exchange service provider in the proposed Franchise Area.

h. **The amount of the Franchise Fee that applicant offers to pay:**

Alliance will pay the City a monthly Franchise Fee in the amount of two percent (2%) of Alliance's Gross Revenues. The Franchise Fee shall be payable monthly, together with a brief report showing the basis for the computation.

IN WITNESS WHEREOF, the undersigned hereby acknowledges the validity of the information and agrees to be bound by all of the terms and conditions contained herein upon the approval and acknowledgement of the City of Hills.

Dated the 12th day of July, 2011.

ALLIANCE COMMUNICATIONS, INC.

By: Don Snyders
Its: General Manager

[Franchise Approval by the City shall follow on the Next Page]

IN WITNESS WHEREOF, the undersigned hereby grants a Franchise to the above applicant in accordance with Ordinance #15.

Passed and adopted this 12th day of July, 2011.

CITY OF HILLS, MINNESOTA

By: L Moore Lexi Moore
Its: Mayor

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 16.

CITY OF HILLS, ROCK COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, AN IOWA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF HILLS, 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. THIS ORDINANCE SHALL REMAIN IN EFFECT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM AND AFTER PASSAGE OF THIS ORDINANCE.

THE CITY COUNCIL OF THE CITY OF HILLS, ROCK 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 Hills, County of Rock, 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.** Interstate Power and Light Company, an Iowa 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 Assistant General Counsel, Alliant Energy, 200 1st Street SE, Cedar Rapids, IA 52401-1409. Notice to the City shall be mailed to the City Clerk, City of Hills, PO Box 172, 301 South Main Avenue, Hills, Minnesota

56138-0172. 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 25 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 Ordinance.

2.2 Effective Date; Written Acceptance. This 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 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 agreement 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 the terms of this Ordinance and such other regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with the terms of this Ordinance. 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 (defined in Section 4.1), but only to the extent such conduit is uncovered by excavation as part of the City Improvement Project. Under this agreement the Company does not relinquish its eminent domain authority.

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 Construction, Maintenance and Repairs. Whenever the Company desires to open or disturb any Public Way or Public Ground for the purpose of significant construction, maintenance, or repair of Electric Facilities, it shall give the City reasonable advance notice.

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. 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 ten (10) 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 (collectively referred to as a "City Improvement Project"), it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. The City shall provide a reasonable alternative location for the Electric Facilities as part of the City's relocation request. Except as provided in Section 4.2, Company shall relocate its Electric Facilities at its own expense for any relocation required by a City Improvement Project. However, if the City requires Electric Facilities be relocated underground which were previously located aboveground, the City shall be responsible for any additional costs related to the relocation of said Electric Facilities underground. The City shall give Company reasonable notice of plans to vacate for a City Improvement Project, or any other project. 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 in favor of a nongovernmental entity or 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 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.

4.3 No Waiver. The provisions of this Ordinance 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.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless of and from any and all liability, damages, actions and causes of action, to the extent caused by the negligent acts or omissions of the Company in the construction, operation, repair and maintenance of its Electric Facilities. In no event shall Company be responsible for indirect incidental or consequential damages in any way related to its activities under this Ordinance. 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 or otherwise provided herein, the vacation of any Public Way that requires the removal or relocation of Electric Facilities shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities at their existing location until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In the event the City's vacation of a Public Way does not require removal or relocation of Electric Facilities, pursuant to Minnesota Rule 7819.3200, subpart 1, the City shall reserve the Company's right to install, maintain, and operate Electric Facilities in the vacated Public Way and the Company's right to enter upon the vacated Public Way at any time to reconstruct, inspect, maintain or repair Electric Facilities.

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 Franchise Fee Amount. During the term of the Franchise hereby granted, City imposes on Company the obligation to pay a franchise fee to the City. In its monthly billing Company shall include a franchise fee of zero percent (0%) of the gross receipts from the distribution, supply or sale of electricity to customers within the limits of the City. The franchise fee shall be applied to all customers' bills in accordance with applicable State law. The amount of the franchise fee shall be shown separately on the utility bill to each customer.

9.2 Collection of Franchise Fee. The time and manner of collecting the franchise fee is subject to the approval of the Minnesota Public Utilities Commission. The Company shall commence collecting the zero percent (0%) franchise fee as soon as reasonably practicable upon written approval of the Franchise fee by the Commission. The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the Ordinance term.

9.3 Indemnification. The City agrees that Company's obligations related to the collection of the franchise fee are limited to those obligations set forth in Sections 9.1 and 9.5 herein. City further agrees to defend, indemnify and hold Company harmless from any and all liability, claims or causes of action associated with disputes related to the billing and/or collection of the franchise fee, including all costs and attorneys' fees related thereto.

9.4 Annexation. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the corporate limits of the City, the City Clerk shall provide written notification by certified mail to an officer of Company of such annexation or change in the limits of the City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the corporate limits of the City, commencing on an agreed upon date which is not less than ninety (90) days from receipt of the information required of the City to implement the franchise fee. The Company shall have no obligations to collect franchise fees from customers in any annexed area until and unless the following have all been provided to the Company by certified mail: such final and unappealable orders or approvals, the City's list of City utility accounts exempt from the franchise fee in the annexed area, and the City's verified utility customer service address list for the annexed area.

9.5 Remittance of Franchise Fee. The Company shall remit collected franchise fees to the City on a quarterly basis. The Company shall remit franchise fee receipts, minus uncollectible amounts, to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

9.6 Adjustments to Franchise Fee. The City shall give the Company a minimum 6-month notice prior to the request to implement any adjustment in the percentage of franchise fee to be collected pursuant to Section 9.1 hereof. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. When any such ordinance increasing, decreasing, modifying or eliminating the franchise fee shall become effective, billings reflecting the change shall commence on an agreed upon date which is not less than ninety (90) days following written notice to the Company by certified mail. The Company shall not be required to implement such new percentage unless and until it determines that it has received appropriate official documentation of final action by the city council. In

no event shall the percentage of franchise fee exceed the statutory amount authorized by applicable State law.

9.7 Permit Fees and Other Payments. Notwithstanding anything to the contrary herein, this Ordinance imposing the Franchise fee relieves the Company of any and all obligations to pay permit fees related to or arising from Company's use or occupation of, construction on or about, or excavation of Public Ways or Public Grounds. The franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues, alleys and public places in the City and other administrative or regulatory costs with regard to said Ordinance. Said poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the City to supply individuals, corporations, communities, and municipalities both inside and outside of the City with electric light, heat and power shall be exempt from any special tax, assessment, license or rental charge during the entire term of this Ordinance.

9.8 Data or Information Regarding Franchise Fees. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of customers or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

9.9 Collection of Franchise Fee. Collection of the franchise fee shall cease at the earlier of the modification or repeal of the franchise fee or the end of this Ordinance term as described in Section 2.1.

a. The obligation to collect and remit any franchise fee imposed by this Ordinance shall be modified if:

i. Any other person is authorized to sell electricity to customers within the corporate limits of the City and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this Ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate; or

ii. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling electricity to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of electricity within the City; or

iii. The Minnesota legislature enacts legislation, or any Minnesota court issues a final judicial decision regarding franchise fees, or the Commission issues a final nonappealable order (collectively, "Final Franchise Fee Action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within sixty (60) days of Final Franchise Fee Action, the City shall notify

Company and the parties shall meet to determine whether this Ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After Final Franchise Fee Action and until passage by the City of revisions to this Ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

b. The obligation to collect and remit any franchise fee imposed by this Ordinance shall be repealed, effective as of the date specified below with no liability therefore, if:

i. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Minnesota, effective as of the date of such ruling or as may be specified by that Court; or

ii. The Minnesota legislature enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the Minnesota legislature; or

iii. The Commission, or any successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Minnesota, effective as of the date of the final agency order from which the appeal is taken.

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. ENTIRE AGREEMENT

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the written approval and acceptance of the Company. If an amendment is approved and accepted by the Company, this Ordinance may be amended 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. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or

through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

Upon written acceptance by the Company, this Ordinance supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: Feb. 12, , 2013.

KEITH ELBERS, Mayor

Attest:

CONNIE WIERTZEMA, City Clerk

Date Published: March 7, 2013

(CITY SEAL)

City of Hills, Minnesota
Ordinance 18

AN ORDINANCE ESTABLISHING FEES FOR THE PROVISION OF FIRE AND EMERGENCY SERVICES

The City Council of the City of Hills, Rock County, Minnesota ordains:

SECTION ONE: PURPOSES AND INTENT

This ordinance is adopted for the purpose of authorizing the City of Hills (the "City") to charge for emergency services as authorized by Minnesota Statutes Sections 415.01, 366.011, and 366.012. The intent is to recover costs for services rendered to all parties, so that City residents and parties contracting with the City are not subsidizing the provision of fire services.

SECTION TWO: DEFINITIONS

(A) "Fire and Emergency Services" means any deployment of the Department fire fighting personnel or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life, or property in an area threatened by fire, or to provide fire suppression, rescue, extrication, medical and any other services related to fire as may occasionally occur.

(B) "Deployment" means the dispatch of the Department fire fighting personnel or equipment from the City of Hills Fire Hall.

(C) "Service Charge" means the charge imposed by the City for receiving Fire and Emergency Services.

(D) "Motor Vehicle" means any self-propelled vehicle designed and originally manufactured to operate primarily upon public roads and highways, and not operated exclusively upon railroad tracks, including semi-trailers but not including snowmobiles, manufactured homes, all terrain vehicles, or park trailers.

(E) "Fire Protection Contract" means a contract between the City and a Township, which provides for the provision of Fire and Emergency Services, including payment by the Township.

(F) "False Alarm" means a request for Fire and Emergency Services, when a fire, medical situation, or Motor Vehicle accident does not exist.

(G) "Mutual Aid Agreement" means an agreement between the City and a town or other city for the City's fire department to provide assistance to the fire department of a town or other city.

(H) "Department" means the City of Hills Fire Department.

SECTION THREE: PARTIES AFFECTED

(A) All owners of property who receive Fire and Emergency Services shall receive a Service Charge.

(B) Any individual who receives Fire and Emergency Services as a result of a fire call.

SECTION FOUR: RATES

Service Charge rates are determined by the nature and extent of the Fire and Emergency Services received. The classification of Fire and Emergency Services rendered shall be billed in accordance with the City's current fee schedule. The classification of Fire and Emergency Services rendered for vehicular fires calls, shall be determined by the Department Chief, or Chief's designee.

The City shall charge affected parties for fire emergency services rendered, including any consumables used in association with the provision of such services. Rates for said services shall be set forth in the City's fee schedule and shall be reviewed annually.

SECTION FIVE: BILLING AND COLLECTION

(A) A Service Charge is incurred upon Deployment.

(B) Parties requesting or receiving Fire and Emergency Services are billed directly by the City. Additionally, if the party receiving Fire and Emergency Services did not request services but a fire or other situation did exists which, at the discretion of the Department Chief or Chief's designee requires Fire and Emergency Services, the party will be charged and billed. All parties are billed whether or not the Fire and Emergency Services are covered by insurance. Any billable amount of the Service Charge not covered by a party's insurance may be waived upon the discretion of the City of Hills.

(C) False Alarms will not be billed a Service Charge.

SECTION SIX: STATUS OF COLLECTED CHARGES

All collected Service Charges will be City and Martin Township funds and used in the manner deemed appropriate by the Hills City Council and Martin Township.

SECTION SEVEN: EFFECTIVE DATE

The ordinance shall become effective and enforceable upon the day of publication.

SECTION EIGHT: SEVERABILITY

If any portion of this Ordinance is found unconstitutional or otherwise invalid by a court of proper jurisdiction, all remaining provisions shall remain in effect and shall not be affected by the ruling on the invalid section.

Adopted by the City Council of the City of Hills this 12th day of November 2013.

Mayor

ATTEST:

City Clerk-Treasurer

Introduced: November 12, 2013
Passed: November 12, 2013
Published: January 2, 2014
Effective: January 2, 2014

FLOODPLAIN ORDINANCE #19

For A Community Without An Official Flood Hazard Boundary Map As Issued By The Federal Emergency Management Agency (FEMA)

WHEREAS the City of Hills wishes to establish eligibility in the National Flood Insurance Program and in order to do so must meet the requirements of 44 CFR Part 60.3(a).

WHEREAS the City of Hills wishes to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

WHEREAS the legislature of the State of Minnesota has in Minnesota Statutes Chapter 103F and Minnesota Statutes Chapter 462 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses.

THEREFORE, the City Council of Hills, Minnesota, in order to determine which developments would increase the flood hazard or be damaged by flooding, does ordain the following measures within the jurisdictional limits of this community.

Section 1: Permit Requirements

A. No person shall erect, construct, enlarge, alter, repair, improve, move, or demolish any building or structure without first obtaining a separate permit for each building or structure from the designated responsible person.

B. No man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, fences, mining, dredging, filling, grading, paving, excavation or drilling operations, shall be commenced until a separate permit has been obtained from the designated responsible person for each change.

C. No manufactured home shall be placed on improved or unimproved real estate without first obtaining a separate permit for each manufactured home from the designated responsible person.

Section 2: Permit Application

To obtain a permit, the applicant shall first file a permit application on a form furnished for that purpose. The form must be completed and submitted to the designated responsible person before a permit will be issued.

Section 3: Duties of the City Clerk

A. The City Clerk, hereinafter referred to as the responsible person, is appointed as the "person" responsible for receiving applications and examining the plans and specifications for the proposed construction or development.

B. After reviewing the application, the responsible person may require any additional measures which are necessary to meet the minimum requirements of this ordinance.

C. The responsible person shall review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

Section 4: Review of Permit Application

The responsible person shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood prone area, all new construction and substantial improvements (including the placement of manufactured homes) shall be:

A. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy,

B. Constructed with materials and utility equipment resistant to flood damage,

C. Constructed by methods and practices that minimize flood damage, and

D. Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Section 5: Review of Subdivision Proposals

The responsible person shall review subdivision proposals and other proposed new development to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood prone area, any such proposal shall be reviewed to assure that:

A. All such proposals are consistent with the need to minimize flood damage within the flood prone area,

B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and

C. Adequate drainage is provided to reduce exposure of flood hazard.

Section 6: Water Supply System

The responsible person shall require within flood prone areas, new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems.

Section 7: Sanitary Sewage and Waste Disposal Systems

The responsible person shall require within flood prone areas:

A. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and

B. On-site waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

Section 8: Annexations and Extraterritorial Jurisdiction

The City of Hills shall not approve any development located in a Special Flood Hazard Area (SFHA) outside the corporate limits unless such development or plat is in accordance with the following:

A. A floodplain ordinance legally adopted by the City of Hills that meets the minimum federal (44 CFR 60.3), state (Minnesota Regulation Parts 6120.5000 through 6120.6200), and local requirements for development within a Special Flood Hazard Area.

B. The SFHA's of those parts of unincorporated Rock County that are within the extraterritorial jurisdiction of the City of Hills or that may be annexed into the City of Hills are generally identified as such on the Flood Insurance Rate Map (FIRM) dated July 1, 1988 prepared by the Federal Emergency Management Agency (FEMA);

Section 9: Definitions

"Development" Any man-made change to real estate, including but not limited to construction or reconstruction of buildings, installing manufactured homes or travel trailers, installing utilities, construction of roads or bridges, erection of levees, walls, or fences, drilling, mining, filling, dredging, and storage of materials.

"Flood" A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waves, or the unusual and rapid accumulation or runoff of surface waters from any source.

"Floodplain" or "Flood Prone Area" Any land area susceptible to being inundated by water from any source (see Flood).

"Floodproofing" Any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Manufactured Home" A structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities.

"New Construction" means, for the purposes of determining insurance rates, structures for which the ''start of construction'' commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"Person" includes any individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the flood insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1–30, AE, A99, AR, AR/A1–30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1–30, VE, or V. For purposes of these regulations, the term ''special flood hazard area'' is synonymous in meaning with the phrase ''area of special flood hazard''.

"Structure" For floodplain management purposes, a walled and roofed building, including gas or liquid storage tanks, that is principally above ground. The term includes recreational vehicles and travel trailers on site for more than 180 days.

"Substantial Improvement" Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either, (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure regardless of the actual work performed. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a historic structure.

Section 10: Penalty

Any person who violates this ordinance shall upon conviction thereof be fined not less than twenty-five dollars ($25.00) nor more than two-hundred dollars ($200.00). A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 11: Abrogation and Greater Restriction

A. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restriction.
B. Where this Ordinance and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 12: Separability

The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 13: Effective Date

This Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

ADOPTED by the Hills City Council of the City of Hills, Minnesota, this 12th day of November, 2013.

Keith Elbers, Mayor

ATTEST:

Connie Wiertzema, City Clerk-Treasurer

Introduced: November 12, 2013
Passed: November 12, 2013
Published: January 2, 2014
Effective: January 2, 2014

ORDINANCE #20

AN ORDINANCE RELATING TO CRIMINAL HISTORY BACKGROUND INVESTIGATION FOR APPLICANTS FOR CITY EMPLOYMENT FOR THE CITY OF HILLS, ROCK COUNTY, MINNESOTA

THE CITY OF HILLS DOES HEREBY ORDAIN:

SECTION 1. APPLICANTS FOR CITY EMPLOYMENT. The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota Computerized Criminal History information for specified non-criminal purposes of employment background checks for the positions described in Subd. 1.

Subd. 1. CRIMINAL HISTORY EMPLOYMENT BACKGROUND INVESTIGATIONS: The Rock County Sheriff's Department is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants for the following positions within the City, unless the City's hiring authority concludes that a background investigation is not needed:

1. Employment positions: All regular part-time or full-time positions of the City of Hills, including fire and rescue department volunteers.

2. In conducting the criminal history background investigation in order to screen employment applicants, the Rock County Sheriff's Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Rock County Sheriff's Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Rock County Sheriff's Department to the hiring authority, including the City Council, the City Clerk-Treasurer or designee.

3. Before the investigation is undertaken, the applicant must authorize the Rock County Sheriff's Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota Statute Chapter 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the City will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

A. The grounds and reasons for the denial.
B. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
C. The earliest date the applicant may reapply for employment.
D. That all competent evidence of rehabilitation will be considered upon reapplication.

SECTION 2. This ordinance takes full force and effect seven (7) days after its publication.

Adopted by the Hills City Council on November 12, 2014.

Keith

Keith Elbers, Mayor

ATTEST: C Wiertzema

Connie Wiertzema, City Clerk-Treasurer

Introduced: 11-12-14
Adopted: 11-12-14
Published: 11-20-14
Effective: 11-27-14