

TITLE XVII: ADDITIONAL GRAND MEADOW ORDINANCES

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ADDITIONAL GRAND MEADOW ORDINANCES

' 170 SOUTHERN CABLEVISION FRANCHISE ORDINANCE

WHEREAS, on or about August 8, 2005 the City of Grand Meadow passed and adopted Ordinance 10.03 granting a nonexclusive Cable Television Franchise (2005 Franchise) for a ten (10) year term to Southern Cablevision, Inc.; and

WHEREAS, the 2005 Franchise include references to the Minnesota Cable Communications Board and its rules neither of which has existed in Minnesota since 1985; and

WHEREAS, the 2005 Franchise, at section 4 incorrectly state that the franchise term extends for ten (10) years effective August 1, 1984, with a ten (ten) year renewal term; and

WHEREAS, Southern Cablevision, Inc. has requested renew of the 2005 Franchise to ensure all statutory references and the term of the franchise are accurate.

NOW, THEREFORE, the City of Grand Meadow, Minnesota hereby grants to Southern Cablevision, Inc. the rights under this Cable Communications Franchise Ordinance.

A. SHORT TITLE

This Franchise shall be known and may be cited as the “Southern Cablevision Franchise Ordinance”.

B. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1. “Basic Service” or “Basic Broadcast Service” means any service tier which includes the lawful retransmission of local television broadcast signals.

2. "Cable Service" means:
 - a. The one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, or (iii) any other lawful communication service, and
 - b. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
3. "City" shall mean the City of Grand Meadow, Minnesota.
4. "City Council" shall mean the City Council of Grand Meadow, Minnesota.
5. "Cable Communications System", "Cable System" or "System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community.
6. "Class IV Channel" means a signaling path provided by a Cable Communication System to transmit signals of any type from a Subscriber terminal to another point in the Cable Communications System.
7. "FCC" is the Federal Communications Commission of the United States.
8. "Franchise" means this cable communications franchise ordinance including a renewal of this ordinance, which authorizes the ownership, construction and operation and maintenance of a Cable Communications System.
9. "Franchisee" is Southern Cablevision, Inc., its affiliates or successor in accordance with the provisions of this Franchise.
10. "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted subject to the line extension specifications in Section N(4) herein.
11. "Pay Television" means the delivery over the System of per-per-channel or pay-per-program audio or video signals to Subscribers for a fee or charge, in addition to the charge for Basic Service or Cable Service.
12. "Person" shall mean any person, firm, partnership, association, corporation, limited liability entity or organization of any kind and any other legally recognized entity.

13. "Street" means the space above and below each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within City limits: street, road, highway, freeway, waterway, lane, alley, path, court, sidewalk, parkway or drive or any easement, right-of-way or similar public property.
14. "Subscribers" are those persons lawfully contracting to receive cable communications services under this Franchise by Franchisee.

C. COMPLIANCE WITH MINNESOTA STATUTES CHAPTER 238

This Franchise shall at all times be in compliance with Minnesota Statutes Chapter 238. It shall be unlawful for any Person to construct, operate or maintain a Cable System in the City unless such Person shall have first obtained and shall currently hold a valid cable communications franchise. All cable communications franchises granted by the City shall contain terms and conditions no more favorable or less burdensome than those contained herein in accordance with the provisions of Minn. Stat. chapter 238.08 subd. 1(b). The City Clerk shall be responsible for the continuing administration of this Franchise.

D. COMPLIANCE WITH STATE AND FEDERAL LAWS

The Franchisee and the City shall conform to all state laws and rules regarding cable communications not later than one (1) year after they become effective unless otherwise stated and to all federal laws and regulations regarding cable communications, as they become effective.

The Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Franchisee to exercise its rights and perform its obligations under this Franchise and ensure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereto, the rules of the FCC, federal, state or local law or any other body having lawful jurisdiction thereof.

E. FRANCHISE TERM

This Franchise shall extend for an initial term of ten (10) years commencing on August 1, 2009 and shall automatically renew for an addition term of ten (10) years unless either Franchisee or City provides written notice six (6) months prior to franchise expiration. If such written notice is provided, the parties agree to conduct franchise renewal proceedings in accordance with 47 U.S.C. Section 546 (a-g) or other applicable state and federal law.

F. FRANCHISE EXCLUSIVITY

This Franchise is non-exclusive.

G. SALE OR TRANSFER

The Franchisee shall not sell or otherwise transfer its rights so as to allow a new controlling interest under this Franchise without the prior written consent of the City which consent shall not be unreasonably withheld, delayed or conditioned. Any such sale, transfer or assignment shall be subject to, and completed pursuant to Minnesota Statutes Section 238.083. The City hereby consents to the assignment by the Franchisee of its rights under this Franchise to any Person controlling, controlled by or under common control with the Franchisee.

H. RATES AND INSTALLATION CHARGES

The Franchisee shall pay to the City to defray the City's cost of administering this Franchise and for the privilege of operating a cable communications system in the City, an annual franchise fee of one and one half percent (1.5%) of franchisee's total gross basic service revenues in the City. The City shall have the right to audit and/or review the records of Franchisee to the extent required to verify the accuracy of the annual franchise fee payment.

A copy of the current rate and charges assessed by Franchisee shall be provided to the City upon request and shall be made available by Franchisee for public inspection at Franchisee's office.

The Franchisee may, in its sole discretion, establish a modified billing rate for seasonal Subscribers in accordance with applicable state and federal laws.

All Subscribers, as a condition of receiving Cable Service, shall agree to the terms and conditions imposed upon the Franchisee by Franchisee's Cable Service suppliers.

Nothing herein shall limit the right of Franchisee to impose upon its Subscribers state or local sales taxes, franchise fee, other legally permissible fees, or specific copyright fees for special programming events.

I. RATES AND FRANCHISE FEE

The Franchisee shall notify its Subscribers and/or publish any proposed changes in rates or charges at least thirty (30) days in advance of the effective date for such changes.

The City may regulate the rates for the provisions of Basic Service provided over the Cable System to the extent permitted by federal law. In exercising its jurisdiction to regulate any such rate, the City will adhere to the regulations adopted by the FCC at 47 C.F.R. §76.900 et seq. as they may be amended from time to time. In the event that the City elects to regulate rates it shall, after notice, hold a public hearing for the consideration of views of interested parties with respect to initial rates filed.

The terms of any Subscriber contracts utilized by Franchisee shall be made available to City upon request and shall be made available by Franchisee for public inspection at Franchisee's office.

J. LIABILITY INSURANCE

The Franchisee shall indemnify and hold harmless the City during the term of the Franchise and maintain throughout the term of the Franchise liability insurance in the amount of not less than \$1,000,000.00 combined limits insuring both the City and the Franchisee with regard to all damages and penalties that may legally be required to pay as a result of the exercise of the Franchise.

K. LIABILITY FOR INJURY TO FRANCHISEE

Nothing in this Franchise shall relieve any Person from liability arising out of injury to the Franchisee or the Franchisee's property, including without limitation injury occurring as a result of performing any work connected with grading, regarding or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system.

L. PUBLIC HEARING RE: FRANCHISEE'S CREDENTIALS

The Franchisee's technical ability, financial condition, and legal qualifications were considered and approved by the City in a full public hearing proceeding affording reasonable notice and a reasonable opportunity to be heard.

M. CHANNEL CAPACITY

The Franchisee shall construct and/or maintain a Cable System Capable of transmitting from its head end in the frequency band of 54 to 300 MHz, which will allow for a minimum of 40 channels. The Cable System will also be designed to allow reception at its head end in the frequency of 5 to 30 MHz, which will allow for up to 4 channels. Nothing in this Section M shall prevent the Franchisee from upgrading the Cable System when the need arises, taking into consideration the costs associated with any such upgrade.

N. CONSTRUCTION SCHEDULE

It the System, or subsequent rebuilds or extensions, proposed for the Franchise Area consist of fewer than one hundred (100) plant miles of cable:

1. Within ninety (90) days of a proposed upgrade, Franchisee shall apply for all necessary governmental permits, licenses, certificates, and authorizations;
2. The energized trunk cable must be extended substantially throughout the Franchise Area within (1) year after receipt of the necessary governmental permits, licenses, certificates,

and authorizations and the persons along the route of the energized cable shall have individual drops as desired during the same period of time; and

3. The above stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Franchisee or act of God. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of this Franchise and the applicable provisions of local, state and federal law.
4. This Franchise is granted for the Franchise Area. 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 Franchisee shall not be required to extend service beyond its present Cable System boundaries. Franchisee shall use commercially reasonable efforts to extend the Cable System and provide Cable Service to all households within the Franchise Area when practical and financially feasible. Franchisee shall, upon request, provide the City with a written explanation regarding the feasibility of extending the Cable System within the Franchise Area to areas which are not served by Franchisee. Nothing in this Franchise shall prevent Franchisee from extending the Cable System or from entering into mutually acceptable agreements with other parties regarding the extension of the System to unserved households. Access to Cable Service shall not be denied any group of potential cable Subscribers because of the income of the residents.

O. EASEMENTS AND CONSTRUCTION AUTHORIZATIONS

The City hereby grants unto the Franchisee an easement under, over and across its municipal properties, including, but not limited to roads, Streets, sidewalks, and driveways and all public places for the purpose of constructing and operating and maintaining a Cable System.

Franchisee's duty to provide cable communication service to any Subscriber or Subscribers is conditioned upon the receipt of Franchisee of necessary easements from private parties without unreasonable cost or effort to Franchisee. Franchisee shall have the right, but not the obligation, to utilize its Cable System to provide any other communications services as may be permitted in accordance with applicable laws. This Franchise shall govern only the provision of Cable Services over the Cable System.

The Franchisee shall obtain a permit from the proper municipal authority before commencing construction of any communications system, including the opening or disturbance of any road, Street, sidewalk, driveway, or public place. If the Franchisee fails to meet the conditions of the permit the City shall have the right to correct or cause to be corrected, at the sole expense of the Franchisee, any violations of the conditions of the permit such as the return of land to its previous grading and the cleanup of construction debris.

P. COMPLIANCE WITH APPLICABLE CODES

All wires, conduits, cable and other property and facilities of the Franchisee shall be located, constructed, installed, and maintained in compliance with applicable codes. The Franchisee shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the Streets and public places of the Franchise Area or endanger the lives or property of any Person.

Q. RELOCATION OF PLANT

The following procedure shall be used by the Franchisee and City for the relocation or removal of the Franchisee's wires, conduits, cables and other property located in a Street, right-of-way, or public place whenever the City undertakes public improvements which affect the Franchisee's property.

The City shall give ninety (90) days written notice to the Franchisee of the actions it wishes the Franchisee to take with respect to the relocation or removal of the Franchisee's equipment and shall allow a reasonable period of time thereafter to complete such request. The Franchisee shall, at its expense, protect, support, temporarily disconnect, relocate, or remove its property when required by the City for the purpose of undertaking any public improvements.

Any other Person requesting relocation removal of the Franchisee's property shall, as a condition of such request, be required to pay to the Franchisee in advance an amount of money sufficient for reimbursement of all costs of such relocation or removal. Any Person which damages Franchisee's property shall reimburse the Franchisee for the cost of all necessary repairs and testing and for the loss of revenues, if any, to the Franchisee caused by an interruption of Cable Service due to the damaging of Franchisee's property.

R. TECHNICAL STANDARDS

The rules and regulations contained in subpart K of part 76 of the FCC's rules and regulations relating to cable communications systems are required to be adhered to by Franchisee unless or until, superseded by any future federal or state standards during the term of the Franchise. The Franchisee shall, upon request, meet with City to discuss the availability of technological innovations and attempt to establish priorities for making such innovations available.

S. SPECIAL TESTING

In the event that special testing is required to determine the source of technical difficulties, the Franchisee shall be responsible for the cost of special testing to the extent such testing reveals the Franchisee has not complied with FCC technical standards.

T. NONVOICE RETURN CAPABILITY

The Franchisee shall provide a Cable Communications System having the technical capability for nonvoice return communications. Nothing herein shall be construed to require the Franchisee to supply or otherwise provide to the Subscribers any terminal equipment or device necessary to utilize the nonvoice return capability of the System. The Franchisee shall provide such a capability upon request by a Subscriber with respect to the energized cable, cable “drops” and connections. Upon such request, Franchisee shall propose rates and charges to apply to installation and use of such capability by Subscribers.

U. SUBSCRIBER PRIVACY

No signals of a Class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for Subscriber’s failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV cable communications activity planned for the purpose of monitoring individual viewing patterns or practices.

No information or data obtained by monitoring the transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Franchisee and its employees for internal business use, and to the Subscriber who is the subject of that information, unless Franchisee has received specific written authorization from the Subscriber to make such data available.

Written permission from the Subscriber shall not be required for the Systems conducting system wide or individually addresses electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth.

V. SUBSCRIBER COMPLAINTS

All reasonable complaints by the City, Subscribers, or other citizens regarding the quality of service, equipment malfunction, billing disputes, and any other matters relative to the Cable Communications System shall be promptly investigated by the Franchisee.

Complaints regarding the quality of service, equipment malfunctions, and similar matters shall first be directed to Franchisee’s office. Should Franchisee fail to satisfy a reasonable complaint, it may then be directed to the City for investigation. In response to a complaint, Franchisee shall

be afforded a reasonable opportunity to present written and oral statements of its position. Appeal from the action of the City may be made to the appropriate judicial or administrative forum.

W. REPAIRS AND COMPLAINTS

To the extent required by federal law and requested by the City, Franchisee will print the name, address and telephone number of the City and the FCC's telephone number or address, on all monthly Subscriber bills who reside in the Franchise Area. The Franchisee shall provide a toll-free or collect telephone number for the reception of Subscriber complaints from the Franchise Area and shall maintain a repair service capable of responding to Subscriber requests for repair within twenty four (24) hours after receipt of the request. The Franchisee shall bear the costs of servicing and repairing the Cable System caused by defects in the System or other factors not caused by the Subscriber, its agents, guests or family members. The Subscriber shall pay the costs incurred by Franchisee in servicing and repairing the Cable System caused by the Subscriber, his/her agents, guests or family members.

X. TERMINATION

The City reserves the right to terminate and cancel any Franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:

1. the Franchisee substantially violates any material provision of this Franchise or is found by a court of law to have practiced any fraud or deceit upon the City;
2. the Franchisee is adjudicated insolvent, enters into receivership or liquidation, files an application for bankruptcy or for composition of creditors, is unable to pay its debts as they mature or is in financial difficulty or sufficient consequences so as to jeopardize the continued operation of the Cable System;
3. the Franchisee commits any material violation of any FCC or applicable state order or ruling or the order or ruling of any other governmental body having jurisdiction over the Franchisee, unless the Franchisee is lawfully contesting the legality or applicability of such rule or order; or
4. the Franchisee knowingly fails to provide Cable Service to a substantial portion of lawful Subscribers in the Franchise Area for a period of thirty (30) or more days. Franchisee shall not be responsible for failure to provide Cable Service to the extent such failure results from events not within Franchisee's control, including, but not limited to, acts of God, strikes, inability to obtain materials or contract labor, sabotage, riots or civil disturbances, loss of utilities and natural disasters.

Upon the occurrence of any of the above-listed events, the City shall provide the Franchisee with written notice citing the reasons alleged to constitute cause for termination of the Franchise. The City shall allow the Franchisee a reasonable time, but in any event no less than sixty (60) days

subsequent to receipt of the notice, in which to remedy the cause. If, during such period, the cause is remedied to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not remedied to the satisfaction of the City during the period, the City shall provide the Franchisee with an opportunity to be heard at a public hearing before the City prior to adoption of any action for the termination of the Franchise.

In the event that the City takes any action to terminate the Franchise, the Franchisee shall have a period of sixty (60) days, beginning the day next following the date at which action to terminate the Franchise is ordered, within which to file an appeal with a court of competent jurisdiction.

During such sixty (60) day period and until the final determination of the appeal, if an appeal is taken, the Franchise shall remain in full force and effect, unless the term thereof sooner expires. If the action of the City is upheld, the Franchise shall terminate as provided by law; if the action of the City is reversed, the Franchise shall remain in full force and effect during the term thereof unless sooner terminated in accordance with law.

Y. ABANDONMENT

The Franchise may not abandon any portion of the cable communications service provided hereunder without having given three (3) months prior written notice to the City. No cable communications company may abandon any cable communications service or any portion thereof without compensating the City for damages resulting to it from such abandonment.

Z. REMOVAL OF CABLE EQUIPMENT UPON TERMINATING OR FORFEITURE

Upon termination or forfeiture of a Franchise, the Franchisee shall remove its cable, wires, and appliances from the Streets, alleys and other public places within the Franchise Area if the City so requests in writing. The City hereby consents to the abandonment of any buried property in place, the Franchisee shall submit to the City an instrument to be approved by the City transferring ownership of such property to the City.

In the event the Franchisee fails to remove its equipment within a reasonable time after the written request of the City, the City may accept bids for a contract to remove the equipment. The Franchisee shall have the right to bid on such a contract. The City may award the contract to the appropriate bidder and charge the cost of such contract to the Franchisee. The provisions of this Section shall not apply to equipment of the Franchisee which is buried; provided, however, that Franchisee shall transfer ownership of any buried equipment not so removed to the City.

AA. CITY'S RIGHT TO PURCHASE SYSTEM

In the event that Franchisee decides to sell or otherwise transfer the Franchise and/or Cable System, the City shall have a first right of refusal to purchase the Franchise and/or Cable System on terms substantially identical to those of any prospective purchaser's bona fide offer. The

Franchisee shall give written notice of the terms and conditions of a prospective sale to the City at least thirty (30) days prior to the proposed closing date of such sale. In the event the City does not, within twenty (20) days from the receipt of such notice, give written notice to Franchisee of its intent to exercise the option to purchase on identical terms and conditions the Franchisee may sell or otherwise transfer the Franchise and/or Cable System on those terms and conditions. In the event the City exercises its option to purchase, the closing date for such a sale shall occur within a reasonable time after such exercise.

BB. ACCESS CHANNELS

The Franchisee shall provide to each of its Subscribers who receive all, or any part of , the Cable Services offered on the System, reception on at least one specially designated access channel. The specially designated access channel may be used by local educational authorities and local government on a first come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the local education authorities or local government, the Franchisee shall lease time to commercial or noncommercial users on a first come, first-served, nondiscriminatory basis if the demand for such time arises. The Franchisee may also use this specially designated access channel for local origination during those hours when the channel is not in use by local educational authorities, local government, or commercial or noncommercial users who have leased time on the specially designated access channel. The VHF spectrum must be used for the specially designated access channel required in this paragraph.

The City shall establish rules pertaining to the administration of the specially designated access channel. The City shall be solely responsible for the content on the specially designated access channel and Franchisee's indemnification obligations set forth in Section J of this Franchise shall not apply to any claims or actions related to the content on the specially designated access channel. The Franchisee shall not make available any equipment for public use on the specially designated access channel.

CC. UNAUTHORIZED CABLE TAPPING

It shall be unlawful for any Person to obtain any cable communications services by installing, rearranging, or tampering with any facilities or equipment of any cable communications company, or any Person unless the same is done with the knowledge of and with the permission of such cable communications company, firm, or private person. Any Person found guilty of a violation of any of the provisions of this Section shall be deemed guilty of a misdemeanor for which a sentence of not more than ninety (90) days or a fine of not more than \$500.00, or both, may be imposed.

DD. AMENDMENTS

Nothing in this Franchise shall prevent the City and Franchisee from amending this Franchise so long as such amendment has been mutually agreed upon in writing by both the City and Franchisee.

EE. SEVERABILITY

1. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competence jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
2. Should any provision of this Franchise be inconsistent or at variance with any rule, regulation or policy, in whole or in part, of the FCC or any other agency having jurisdiction, such provision shall be invalid, but the remaining provisions hereof shall not be affected hereby.

FF. PUBLICATION COSTS

The Franchisee shall reimburse the City's out-of-pocket costs for any required publication of this Ordinance upon presentation of a receipt.

171 FLOODPLAIN ORDINANCE

GRAND MEADOW FLOODPLAIN MANAGEMENT ORDINANCE Ad. 154

SECTION 1.0 STATUTORY AUTHORIZATION AND PURPOSE

1.1 Statutory Authorization: The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and Chapter 462, delegated the responsibility to local government units to adopt regulations designed to minimize flood losses.

1.2 Purpose:

- 1.21 This ordinance regulates development in the flood hazard areas of Grand Meadow, Minnesota. These flood hazard areas are subject to periodic inundation, which may result in loss of life and 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. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- 1.22 National Flood Insurance Program Compliance. This ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59-78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

SECTION 2.0 GENERAL PROVISIONS

2.1 Lands to Which Ordinance Applies: This ordinance shall apply to all lands within the jurisdiction of the City of Grand Meadow shown on the Official Zoning Map and/or the attachments thereto as being located within the boundaries of the Floodway, Flood Fringe, or General Floodplain Districts.

2.11 The Floodway, Flood Fringe and General Floodplain Districts are overlay districts that are superimposed on all existing zoning districts. The standards imposed in the overlay districts shall be in addition to any other requirements set forth in this ordinance. In case of a conflict, the more restrictive standards shall apply.

2.2 Incorporation by Reference: The Official Zoning Map together with all materials attached thereto is hereby adopted by reference and declared to be a part of this ordinance. The attached material includes the Flood Insurance Study, Mower County, Minnesota and Incorporated Areas and the Flood Insurance Rate Maps for Mower County, Minnesota and Incorporated Areas, with map panel numbers 27099C0255D and 27099C0260D, all of these documents being dated September 4, 2013 and prepared by the Federal Emergency Management Agency. These materials are on file in the Office of the City Clerk.

2.3 Regulatory Flood Protection Elevation: The regulatory flood protection elevation shall be an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

2.4 Interpretation: The boundaries of the zoning districts shall be determined by scaling distances on the Flood Insurance Rate Map.

2.41 Where interpretation is needed as to the exact location of the boundaries of the district as shown on the Flood Insurance Rate Map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the Zoning Administrator, the Board of Adjustment shall make the necessary interpretation.

2.42 All decisions will be based on elevations on the regional (1% chance) flood profile, the ground elevations that existed on the site at the time the City adopted its initial floodplain ordinance or on

' 172 TOURIST CAMPS AND PARKING OF TRAILERS

AN ORDINANCE REGULATING THE MAINTENANCE AND OPERATION OF TOURIST CAMPS AND THE PARKING OF AUTOMOBILE TRAILERS OR CAMP CARS IN THE CITY OF GRAND MEADOW, MINNESOTA.

THE CITY COUNCIL OF THE CITY OF GRAND MEADOW, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: For the purpose of this ordinance, the following terms shall be construed to have the meaning herein given:

A. The words "Camp, Car or Trailer" shall mean any motor vehicle, trailer, or semi-trailer, as defined by chapter 464, laws of Minnesota for 1937, which is designed or can be used for moving or sleeping purposes.

B. The term "Tourist Camp" shall mean an approved area, lot or parcel of land, designed, reserved and maintained for the parking of camp cars or trailers and the residence therein of motorists or trailer occupants.

Section 2: No person, firm or corporation shall maintain and operate a tourist camp within the City of Grand Meadow without first obtaining from the Grand Meadow City Council a permit to do so.

Section 3: No tourist camp shall be operated or maintained within any portion of the "Residential District" of Grand Meadow or in the business district of Grand Meadow, other than upon the designated property as listed below.

(On the 3.75 ac. Plot in NW Corner of the North ½ section 30-103-14).

(On lots 1-2-3-4-5-6 of block 30, Proprietors Addition).

(On lots 13-14-15 of block 16, Proprietors Addition).

Section 4: The health and sanitary conditions of such tourist camp, shall at all times, comply with the rules and regulations of the Department of Health of the State of Minnesota and the local ordinances.

Section 5: No trailer may be parked within the City of Grand Meadow except in a licensed tourist camp for a period of more than thirty (30) days.

A. The trailer must be parked on land owned by the trailer occupant, when it is not parked in a licensed trailer camp as provided by MSA Sec. 327.28.

B. Only on thirty (30) day permit to maintain a trailer in any location other than a licensed tourist camp shall be issued to any individual during a calendar year.

C. This section shall not prohibit a person from storing an unoccupied trailer or mobile home on his own property.

Section 6: No occupied trailer shall be parked anywhere within the City of Grand Meadow for a period of more than twenty-four (24) hours without first registering with the City Clerk, giving names, ages, addresses and occupation of each occupant of such trailer and the proposed length of stay of such trailer. At the time of making such application, the applicant shall pay a fee of \$1.50, as provided by MSA. 327.28.

A. It shall be the duty of the City Clerk to inspect each trailer within twenty-four (24) hours after notification by the Clerk's office that application has been made by occupant. The purpose of the inspection shall be to determine whether information furnished on application for permit shall be true.

B. The fire marshal shall make, or cause to be made, an inspection of the trailer and surrounding premises to ascertain that all local and state fire laws are complied with before a permit shall be issued.

Section 7: No occupied trailer shall be parked anywhere within the City of Grand Meadow for a period of more than twenty-four (24) hours unless there is available during twenty-four (24) hours of each day to the occupants of such trailer, running water, and toilet facilities on the property upon which such trailer is parked.

Section 8: It shall be unlawful to permit waste water from sinks, showers or other fixtures in trailers to be deposited on any street, alley, tourist camp, or any lot within the corporate limits of said City.

Section 9: No person occupying any trailer anywhere in the City of Grand Meadow shall remove its running gear, wheels or other equipment designed for transportation of such trailer, and then continue to occupy such trailer, unless it is located in a designated and licensed trailer court as listed in Section 3 hereof.

Section 10: Any person who shall violate any provision of this ordinance shall be guilty of a misdemeanor.

Section 11: Every section, provision or part of this ordinance is declared separable from every other section, provision or part thereof, and if any section, provision of part thereof shall be declared invalid, it shall not affect any other section, provision or part.

' 173 BUILDING CODE

AN ORDINANCE ADOPTING THE MINNESOTA BUILDING CODE: PROVIDING FOR ITS ADMINISTRATION AND ENFORCEMENT: REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLATION, CONVERSION, OCCUPANCY, EQUIPMENT, USE HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS AND/OR STRUCTURES IN THE CITY OF GRAND MEADOW; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTIONS OF FEES THEREFOR; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; DECLARING AND ESTABLISHING FIRE ZONES; REPEALING OTHER ORDINANCES AND PART OF THE ORDINANCES IN CONFLICT THEREWITH.

THE CITY OF GRAND MEADOW, MINNESOTA, DOES ORDAIN AS FOLLOWS:

Section 1: Building Code. The Minnesota State Building Code, one copy of which is on file in the office of Austin-Mower County Planning Department has been adopted by Laws 1977, Chapter 381 as a uniform building code applicable throughout the State. Such code is hereby confirmed as the building code of the City of Grand Meadow and incorporated in this ordinance as completely as if set out in full.

A. The 1978 Edition of the State Building Code adopts by reference the following codes:

1. 1976 Edition of the Uniform Building Code, identified as “UBC”;
2. 1978 Edition of the National Electric Code, identified as “NEC”;
3. 1971 American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, identified as ANSI A17.1 - 1971 and Supplements, ANSI A17.1a – 1972, ANSI A17.1b – 1973, ANSI A17.1c-1974, NSI A17.1d -1975, ANSI A17.1e – 1975, ANSI A17.1f -1975 and ANSI A17.1g -1976.
4. 1976 Minnesota Plumbing Code, identified as MHD 120 through MHD 135.
5. “Flood Proofing Regulations”, June 1972, Office of the Chief Engineers, U.S. Army.
6. Minnesota Heating, Ventilating, Air Conditioning and Refrigeration Code, identified as SBC 7101 through SBC 8505.
7. “Design and Evaluation Criteria for Energy Conservation in New Building, Additions and Remodeled Elements of Buildings and Standards for Certain Existing Public Buildings”, identified as 2MCAR Section 1.1.16001 through 2MCAE Section 1.16006. (SBC 6001-6006)
8. State of Minnesota Mobile Home Installation Standards 1977, identified as 2MCAR 1.90450 installations and related definitions in 2MCAR 1.90103.
9. Standards of Performance for Solar Energy Systems and Sub-systems Applied to Energy Need of Buildings, 1977 Edition, identified as 2MCAR 1.1601 through 2MCAR 1.16107.

B. In addition to those items listed above, certain Appendices, Standards and Supplemental Materials referenced in the Code are hereby adopted and incorporated into this ordinance as completely as if set out in full, included but are not limited to the following:

1. Technical Requirements for Fallout Shelters, identified as SBC Appendix “A”.

2. Variations in Snow Loads, identified as SBC Appendix “B”.

3. 1976 Uniform Building Code Appendix Chapters 23, 35.

4. Minnesota Plumbing Code Appendix “B”.

C. The following Appendices, Standards and Supplemental Materials are adopted by reference for the City of Grand Meadow and are incorporated into this ordinance as completely as if set out in full.

1. Flood Proofing Regulations, Sections 201.2 through 208.2.

Section 2: Organization and Enforcement. The organization of the Building Department and enforcement of the Code shall be conducted within the provisions established in Chapter 2 of the Uniform Building Code 1976. The Code shall be enforced within the incorporated limits of the City of Grand Meadow under a Joint Powers Agreement entered into by the County of Mower and the City of Grand Meadow.

The Austin-Mower County Planning Department shall be the Building Code Department of the City of Grand Meadow. The Administrative Authority shall be a State Certified "Building Official" so designated by the Appointing Authority.

The Appointing Authority shall be the Mower County Board of Commissioners.

Section 3: Permits, Inspections and Fees. The issuance of permits, conduction of inspections and collection of fees shall be as provided for in Chapter 3A of the 1978 Uniform Building Code.

- A. Surcharge. In addition to the permit fees required by Section 2 above, the applicant shall pay a surcharge in the amount fixed by law. The amount required by law shall be remitted quarterly to the Minnesota Department of Administration.

Section 4: Fire Zone Districts. The total area of the City of Grand Meadow shall be Fire Zone #3.

Section 5: Violations and Penalties. The penalty described in the Uniform Building Code, 1976 Edition, Chapter Two, Section 205 shall be in keeping with Minnesota Statutes 609.031 which provides for a maximum fine of \$500.00 or imprisonment for 90 days, or both.

Section 6: Effective Date of Ordinance. The effective date of this Ordinance shall be January 1, 1979.

' 174 EXTENDED CITY LIMITS

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF GRAND MEADOW TO INCLUDE CERTAIN UNINCORPORATED LAND ABUTTING THE CITY OF GRAND MEADOW LIMITS.

WHEREAS, a certain petition dated July 25, 1991, requesting annexation of the territory described herein was duly presented to the City Council on the 5th day of September, 1991 and;

WHEREAS, the quantity of land embraced within the area described in the petition is approximately 9.26 acres of platted land, no part of which is included within the limits of any incorporated city, village, or borough, and

WHEREAS, the petition was signed by all the owners, and

WHEREAS, Grand Meadow City Council has no objection to the annexation upon the land to be annexed and has waived the 90 day period before the annexation ordinance may be adopted, and

WHEREAS, the land described hereinafter abuts the City Limits on the North boundary thereof.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND MEADOW DOES ORDAIN:

Section I: The City Council hereby determines that the annexation will be in the best interest to the City and the territory affected. That the territory described herein abuts the City limits and is urban or suburban in character and that none of said territory is now included within the limits of any City, Village or borough.

Section II: The corporate limits of the City of Grand Meadow are hereby extended to include the platted land described as follows, the same is hereby annexed to, and included within the City as affectionally as if it had originally been a part thereof:

See attached description

Section III: The City Clerk is hereby directed to file certified copies of said ordinance with the Minnesota Municipal Commission, the Grand Meadow City Clerk, County Auditor, County Recorder, and the Secretary of State.

Section IV: The ordinance takes effect upon its passage, publication, filing of certified copies as directed within Section III.

' 175 CRIMES AGAINST PUBLIC PROPERTY

AN ORDINANCE DEFINING OFFENSES AGAINST PUBLIC PROPERTY AND PLACES AND PRESCRIBING A PENALTY FOR THE VIOLATION THEREOF.

THE CITY COUNCIL OF THE CITY OF GRAND MEADOW, MINNESOTA, ORDAINS:

Section 1: VIOLATION OF MISDEMEANOR. The violation of any of the sections of this ordinance by any person shall be deemed a misdemeanor. The violation of each section hereof shall be deemed a separate violation, each to be deemed a separate misdemeanor.

Section 2: EXCAVATIONS TO BE GUARDED. Every person who shall have charge of the construction of any excavation or obstruction adjacent to or under any sidewalk or street shall during the progress of such work cause such excavation to be securely guarded by a fence with at least two strings of good six-inch boards nailed not less than eighteen inches apart to posts securely fixed in place; such posts shall be not more than six feet apart, and the top of the highest post shall be not less than four feet and a half from the surface of the sidewalk or street, and from one-half hour after sunset to one-half hour before sunrise shall illuminate such excavation or obstruction with red lights sufficient in number and so placed as to show the full extent thereof.

Section 3: REMOVING BARRICADES. No person shall remove, throw down, run over, or interfere with any barricade or barricades lawfully directed, placed to guard and protect any grading, paving, sidewalk construction or other work.

Section 4: **INJURING COMPLETED CONSTRUCTION.** No person shall walk upon, drive or ride over or cross any pavement in course of construction before the same has been opened for public travel, or over or across any uncompleted grading, or sidewalk construction which has not been opened for travel.

Section 5: **BLASTING PRECAUTIONS.** No person shall blast or cause to be blasted within 300 feet of any building of this City rocks or other material without having the same covered by good sound timbers, or sheet metal of sufficient weight, length and thickness and so placed as effectively to prevent fragments of rock or other material blasted from ascending into the air, or shall fail to notify persons approaching the scene of any blasting that blasting is being done.

Section 6: **PLACING OBJECTS IN PUBLIC HIGHWAYS.** No person shall place, throw, or cause to be placed or thrown on street, alley, sidewalk or other public property any glass, tacks, nails, bottles, or other substances or things that might wound any person or animal, or cut or puncture any pneumatic tire when passing over the same.

Section 7: **OBSTRUCTING SIDEWALKS.** No person shall leave or allow to be left any implements, tools, boxes, merchandise, goods, trash, cans, or crates on any sidewalk or other public way longer than is necessary for loading or unloading the same.

Section 8: **MAINTAINING SIDEWALK LEVEL.** No owner of any property having a sidewalk adjacent thereto shall permit any plank, brick, stone, or segment of said sidewalk to be raised above the established level of said sidewalk more than one-half inch, in any manner which might catch the foot of a pedestrian, or shall permit any holes or depressions to occur in the sidewalk in which a pedestrian might step or catch his foot in a manner liable to cause injury.

Section 9: **POSTING BILLS.** No person shall put up any hand bills, advertisement, posters, show bills, or other sign on any building, pole, or property not his own, without permission from the owner thereof.

Section 10: **DEFACING PUBLIC PROPERTY.** No person shall cut, carve, mark, etch, engrave any character, figure, letter or name upon any building owned, occupied or used by the City, or shall in any manner mar, deface or injure any trees, shrub, plant, vines, or any other public property in, on, or around the grounds upon which such building is situated.

Section 11: **WILLFUL DESTRUCTION OF PUBLIC PARK PROPERTY.** No person shall willfully and without authority cut, pluck, or otherwise injure any flowers, shrubs, or trees growing in or around any public park, or other public grounds of the City, or shall willfully injure or destroy any stand, bench, or other property situated in such park or ground.

Section 12: **INTERFERENCE WITH PUBLIC SEWERS AND CULVERTS.** No person shall willfully injure or destroy, or attempt to injure or destroy, any public sewer or culvert, or shall molest any sewer or culvert, or any part of said sewer or culvert, by removing the cover of any flush tank, manhole or other part of said public sewer system or culvert, without authority to do so.

Section 13: WITHHOLDING CITY PROPERTY. No person shall take possession of any property, real or personal, belonging to the City, or to the possession of which the City shall be entitled, or shall commit any trespass thereon, or shall unlawfully withhold the property from the City, and the unlawful withholding of such property, after demand therefor has been made under the direction of the City Council, shall be deemed a new and separate offense for every day the possession is withheld after such demand.

Section 14: DEPOSITS ON SIDEWALKS. Whenever any lot or piece of land abutting on any sidewalk shall become or remain in such condition that earth or other substances therefrom accumulate on such sidewalk, and the owner of such lot or piece of land shall refuse or neglect to place the same in such a condition as to prevent such washing or accumulating on such sidewalk, such owner shall be guilty of a misdemeanor, and each day that such owner shall refuse or neglect to abate said condition after notice from the street commissioner shall constitute a separate offense.

Section 15: INTERFERENCE WITH SIDEWALKS. No person shall loosen or remove any plank, brick, block, or support from any sidewalk, cross walk, curbing or gutter. Provided this section shall not apply to persons making repairs on any sidewalk, gutter, curb or cross-walk, or any person temporarily removing the same on account of building operations.

Section 16: RESTRICTION ON AWNING. No person shall construct or install, or cause to be constructed or installed, any awning which is supported in whole or in part by posts or other supports set into the sidewalk or street.

Section 17: THROWING OR BATTING BALLS ON STREETS, ETC. No person shall throw or bat any ball, stone, or other hard substance into, on, or across any street or ally, or in any public place, or at or against any building or vehicle, or at or toward any person.

' 176 REGULATION: MOVING BUILDINGS

AN ORDINANCE REGULATING THE MOVING OF BUILDINGS OVER STREETS AND ALLEYS IN THE CITY OF GRAND MEADOW, MINNESOTA: PROVIDING FOR PROTECTION TO THE CITY FROM DAMAGES ARISING OUT OF SUCH OPERATIONS: AND, PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

THE CITY COUNCIL OF GRAND MEADOW, MINNESOTA, ORDAINS:

Section 1: DEFINITIONS. For the purposes of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning herein given;

Subsection 1: "Building" is a structure designed, built or occupied as a shelter or roofed enclosure for persons, animals or property and used for residential, business, mercantile, storage,

commercial, industrial, institutional, assembly, educational or recreational purposes. A structure of less than 100 square feet floor area shall not fall within this definition.

Subsection 2: "Building Inspector" is the building inspector of the City of Grand Meadow.

Subsection 3: "City" is the City of Grand Meadow.

Subsection 4: "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

Section 2: PERMIT REQUIRED. No person shall move any building over, along or across any highway, street or alley in the City without first obtaining a permit from the Building Inspector.

Section 3: APPLICATION. A person seeking issuance of a permit hereunder shall file an application for such permit with the Building Inspector.

Subsection 1: Form. The application shall be made in writing upon forms provided by the Building Inspector, and shall be filed in the office of the Building Inspector and shall contain such information as the Building Inspector shall find necessary to a determination of whether a permit should be issued.

Subsection 2: Accompanying Papers.

A. Tax Certificate. The owner of the building to be moved shall file with the application sufficient evidence that all real estate taxes and special assessments against the building and lot from which it is to be removed are paid in full.

B. Certificate of Ownership or Entitlement. The applicant, if other than the owner, shall file with the application sufficient written evidence that he is entitled to move the building.

C. Consent to the Public Utility Company. The applicant shall file with the application prior to issuance of permit, written evidence of arrangements with all public utility companies whose wires, lamps or poles are required to be removed for the removal thereof by the company.

Subsection 3: Fee. The application shall be accompanied by a permit fee in the amount of \$50.00. If the building to be moved is located outside the City, such fee shall be augmented by a charge of 10¢ per mile beyond the City limits to defray inspection costs.

Section 4: SECURITY REQUIREMENTS

Subsection 1: Cash Deposit. An application hereunder shall be accompanied by a cash deposit in the sum of \$500.00 as an indemnity for any damage which the City may sustain by reason of damage or injury to any highway, street, or alley, sidewalk, fire-hydrant, or other

property of the City which may be caused by or be incidental to the removal of any building, or for any other expense incurred thereby the City.

Subsection 2: Bond. Any person filing an application hereunder shall file with the City Clerk a bond, approved as to form by the City Attorney, executed by a corporate surety company authorized to do business in the State of Minnesota in the amount of \$5,000.00 conditioned upon the compliance by the applicant with this and other applicable ordinances and laws, and payment to the City of all fees, fines and penalties required by said Ordinances.

Subsection 3: Insurance. Any person filing an application shall also file with the City Clerk a liability insurance policy or certificate of such insurance, issued by an insurance company authorized to do business in the State of Minnesota, and approved as to form by the City Attorney. The policy shall insure the applicant and the City as an insured in the sum of at least \$100,000.00 for injury to one person, and \$300,000.00 for one accident, and at least \$100,000.00 property damage and the policy shall be kept in effect until after the building has been moved.

Section 5: DUTIES OF BUILDING INSPECTOR. The Building Inspector shall inspect the building and the applicant's equipment to determine whether the following standards for issuance of a permit are met; and shall refuse to issue a permit if he finds that any one or more of the following conditions exist:

Subsection 1: That any application requirement herein has not been complied with.

Subsection 2: That the building is too large to move without endangering persons or property in the City.

Subsection 3: That the building is in such poor condition that it could not be moved without endangering persons and property in the City.

Subsection 4: That the building is structurally unsafe or unfit for the purpose for which moved, if the location to which the building is to be moved is in the City.

Subsection 5: That the applicant's equipment is unsafe and that persons and property would be endangered by its use.

Subsection 6: That, building code or other ordinances would be violated by the building in its new location.

Subsection 7: That for any other reason persons or property in the City would be endangered by the moving of the building.

Section 6: RETURN OF FEES AND REPORT OF EXPENSE. Upon his refusal to issue a permit, the Building Inspector shall direct the City Treasurer to return to the applicant all deposits, bonds and insurance policies, but permit fees filed with the applicant shall not be

returned. After the removal, the Building Inspector shall furnish the City Council with a written statement of all expenses incurred and of all damage caused to or inflicted upon property belonging to the City by reason of the removal. The City Council may then authorize the City Treasurer to return to the applicant all deposits after deducting a sum sufficient to pay for all of the costs and expenses and for all damage done to property of the City. Permit fees deposited with the application shall not be returned.

Section 7: DUTIES OF PERMITEE. Every permittee under this Ordinance shall:

Subsection 1: Use of Designated Streets. Move a building only over streets designated for such use in the written permit.

Subsection 2: Notify of Revised Moving Time. Notify the Building Inspector in writing of a desired change in moving date and hours as proposed in the application.

Subsection 3: Notify of Damage. Notify the Building Inspector in writing of any and all damage done to property belonging to the City or any public utility within 24 hours after the damage or injury has occurred.

Subsection 4: Display Lights. Shall cause such red lights to be displayed and such barriers erected across streets as to warn and protect the public from the danger of such removal. Warning lights with open flames shall not be used.

Subsection 5: Street Occupancy Period. Remove the building from the City streets after the two days of such occupancy upon its streets, unless an extension is granted by the City Council.

Section 8: LIABILITY OF PERMITEE TO CITY. The permittee shall be liable for any expense, damage or costs in excess of deposited amount or securities.

' 177 NAMING AND RENAMING STREETS

**AN ORDINANCE RENAMING EXISTING STREETS, AVENUES AND PUBLIC WAYS;
ESTABLISHING A SYSTEM FOR THE NAMING OF FUTURE STREETS, AVENUES AND
PUBLIC WAYS; AND PROVIDING FOR THE NUMBERING OF PROPERTIES.**

**THE CITY COUNCIL OF THE CITY OF GRAND MEADOW, MINNESOTA, DOES
ORDAIN:**

Section 1: All the present names of the streets, avenues and public ways, within the corporate limits of the City of Grand Meadow, as heretofore used and the designations thereof formerly applied to said streets, avenues and public ways, and whether the same have been fixed by dedication of plats as the same appear on file in the office of the County Recorder of Mower County, or by common consent or otherwise, are hereby revoked, set aside and extinguished.

Section 2: The City Map prepared by the Department of Highways of the State of Minnesota and revised November 24, 1976, a copy of which is marked "Official City Map" and on file in the office of the City Clerk, showing thereon the renaming of streets in the City of Grand Meadow, shall hereby be made the Official Map of the City and the arrangement of streets, avenues and public ways, and the renaming of the streets, avenues and public ways as shown on such map is hereby in all things approved, ratified and adopted.

Section 3: No plat shall be accepted by the City until the names of the streets in said plat shall have been previously approved by the City Council. The City Council is authorized to accept deeds to streets which are otherwise acceptable only when any street designation contained therein is in conformity with the street designation system set forth on the Official Map of the City.

Section 4: That all properties or parcels of land within the City of Grand Meadow shall hereafter be identified by reference to the uniform numbering system adopted herein and all existing numbers of properties and buildings not now in conformity with the provisions of this Ordinance shall be changed to conform to the system herein adopted within six months from the date of the passage of this Ordinance.

Section 5: Each principal building shall bear the number assigned to the frontage on which the front entrance is located. In case a principal building is occupied by more than one business or family dwelling unit each separate front entrance of such building shall bear a separate number.

Section 6: Numerals indicating the official numbers for each principal building or each front entrance to such building shall be posed in a manner as to be visible from the street on which the property is located.

Section 7: The City Clerk shall be responsible for maintaining the uniform numbering system and assigning numbers to properties within the City consistent with the following provisions:

(a) The numbering system shall commence with the One Hundred Block starting with the base-street or avenue and progressively increase as the distance increases from the base street or avenue.

' 178 ELECTRIC FRANCHISE

AN ORDINANCE OF THE CITY OF GRAND MEADOW, COUNTY OF MOWER, STATE OF MINNESOTA, GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT, INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, OWN, OPERATE, MAINTAIN, MANAGE AND CONTROL AN ELECTRIC PLANT WITHIN THE CORPORATE LIMITS OF SAID CITY AND AN ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF POLES, WIRE, CONDUITS, PIPES, CONDUCTORS AND OTHER FIXTURES IN, UNDER, OVER, ALONG AND ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES AND PUBLIC GROUNDS OF SAID CITY FOR THE PURPOSE OF PRODUCING AND

FURNISHING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER PURPOSES TO THE INHABITANTS OF SAID CITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM AND AFTER THE PASSAGE, APPROVAL AND PUBLICATION OF THIS ORDINANCE ACCORDING TO LAW.

THE CITY COUNCIL OF GRAND MEADOW, MINNESOTA, DOES ORDAIN AS FOLLOWS:

Section 1: That there is hereby granted unto INTERSTATE POWER AND LIGHT COMPANY, its successor and assigns, herein called the "Grantee", the right, permission, privilege and franchise, for a period of twenty-five (25) years from and after the taking effect of this Ordinance, subject only to the laws of the State of Minnesota as now in force and to the condition and limitations hereinafter contained, to erect, install, construct, reconstruct, repair, own, operate, maintain, manage and control an electric plant and an electric distribution system consisting of poles, wires, conduits, pipes, conductors and other fixtures, within the limits of said Municipality, necessary, convenient or proper for the production, distribution and delivery of electric energy to the inhabitants of said Municipality for light, heat and power purposes.

Section 2: That said Grantee, its successors and assigns, is hereby granted the right-of-way in, under, over, along and across the streets, lanes, avenues, sidewalks, alleys, bridges and public grounds of said Municipality for the purpose of erecting, installing, constructing, reconstructing, repaired, owning, operating, maintaining, managing and controlling said electric plant and said electric distribution system.

Section 3: That said Grantee shall hold said Municipality free and harmless of and from any and all liability, damages, actions and causes of action, caused by or through the neglect or mismanagement of the Grantee in the maintenance, management or control of said electric plant and electric distribution system.

Section 4: That said Grantee shall not, during the erection, installation, construction, reconstruction, repair, operation and maintenance of said plant or distribution system, unnecessarily impede public travel on the streets, lanes, avenues, sidewalks, alleys, bridges and public grounds of said Municipality, and shall leave all of said streets, lanes, avenues, sidewalks, alleys bridges and public grounds upon which it may enter for the purpose herein authorized in as good condition as they were at the date of said entry.

Section 5: That said Grantee will extend service to any customer within the corporate limits of the Municipality in accordance with the Service Standards of Grantee as filed with the Public Utilities Commission of the Department of Commerce of the State of Minnesota.

Section 6: That whenever any person has obtained permission from the Municipality to move any building or structure which may interfere with the poles, wires or other fixtures of said Grantee, Grantee shall, upon ten (10) days' notice thereof, and at the expense of the person desiring to move such structure, remove such poles, wires or other fixtures as may be necessary to allow the passage of such structure, for a reasonable length of time, upon receipt from such

person of satisfactory assurance covering the cost of such removal and replacement and any liability or damage resulting therefrom.

Section 7: That in any section or portion of a section of this Ordinance shall be declared null and void by any competent authority the remaining portions hereof shall not be affected thereby.

Section 8: That all ordinances or resolutions or parts thereof heretofore adopted by said Municipality in conflict with the terms hereof are hereby repealed.

Section 9: That all ordinances or resolutions or parts thereof heretofore adopted by said Municipality in conflict with the terms hereof are hereby repealed.

Section 10: The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Grantee, as herein provided. The City may cancel this franchise on the tenth (10th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Grantee in writing of its desire to do so, said notification to be given within thirty (30) days of the tenth (10th) or twentieth (20th) anniversary respectively of this franchise. If Grantee is not notified of the cancellation by the tenth (10th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

Section 11: That said Ordinance shall take effect from and after its passage, approval and publication according to law.

' 179 GAS UTILITY FRANCHISE

AN ORDINANCE OF THE CITY OF GRAND MEADOW, MINNESOTA GRANTING TO THE COMMUNITY UTILITY CO. INC., ITS LESSEES, SUCCESSORS AND ASSIGNS AND EXCLUSIVE AUTHORITY FOR A PERIOD OF TEN (10) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF SAID CITY. AND FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL AND/OR MIXED GAS FOR LIGHTING, HEATING, INDUSTRIAL AND ALL OTHER USED AND PROPOSED IN SAID CITY AND THE PURPOSE OF TRANSMITTING, TRANSPORTING AND COVEYING SUCH GAS INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF SAID CITY TO OTHER CITIES, TOWNS AND CUSTOMERS. AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE SAID COMPANY IN TO OPERTATE. AND REPEAL ORDINANCE NO. 10.02 OF SAID CITY.

THE CITY COUNCIL OF GRAND MEADOW, MINNESOTA, ORDAINS:

Section 1: The Community Utility Co. Inc., its lessees, successors, and assigns, hereinafter referred to as Grantee, be and hereby granted an exclusive authority for a period of ten (10)

years, to erect, construct, maintain, and operate, as a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Grand Meadow, Minnesota, for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and proposed in said City for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers.

Section 2: Whenever the Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up pavement or shall make any excavation in any street, avenue, alley or public place, within the corporate limits of the City of Grand Meadow, Minnesota, the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such constructions work and upon its completion, all pavement shall be replaced in as good condition as it was before it was taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the Grantor. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the Grantor may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the Grantor by the Grantee.

Section 3: The Grantee in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Grand Meadow, Minnesota, and inlaying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which said City now has or may hereafter have upon any of its streets, avenues, alleys, highways or public places.

Section 4: Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City and adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justifies, in accordance with its Rules and Regulations relating to currently in effect and on file from time to time with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises: provided however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service: provided further, that when the amount of natural gas supplied to the Grantee at or near the City limits of said City is insufficient to meet the additional firm requirements of connected or new consumers, Grantee shall have the right to prescribe reasonable rules and regulations for

allocating the available supply of natural gas for such additional firm requirements to residential, commercial and industrial consumers in that order of priority.

Section 5: Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now and hereafter possessed by the City of Grand Meadow, Minnesota to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

Section 6: Grantee shall at all times, maintain an adequate pressure and an adequate supply of clean, standard gas of British Thermal Unit heating value of not less than that prescribed in its Rules and Regulations relating thereto in effect and on file from time to time with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate in effect shall be automatically and correspondingly lowered and reduced during any period or periods of time in which such British Thermal Unit value shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of gas.

Section 7: The Grantee shall hold the Grantor harmless from any and all claims and actions, litigation or damage, arising out of the passage of this Ordinance or of the construction, erection, installation, maintenance or operation of its properties operated by the authority of this Ordinance within the corporate limits of the City of Grand Meadow, Minnesota, or the negligence of its employees in the operation thereof, including the court costs and reasonable attorney fees in making defense against such claims. A copy of the process as served upon the Grantor shall be served by the Grantor upon the Grantee. The Grantee shall have the right to defend in the name of the Grantor and to employ counsel for such purpose.

Section 8: If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than thirty (30) days after receiving notice from the City of Grand Meadow, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for services of original notices in civil actions.

Section 9: The right an authority herein granted shall be exclusive and shall continue for a period of ten (10) years from and after the effective date of this Ordinance.

Section 10: Ordinance No. 10.02 of the City of Grand Meadow, Minnesota is hereby repealed as of the effective date hereof.

Section 11: This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and acceptance thereof by the Grantee.

If the Grantee does not within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or rejected this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and the terms and conditions of the franchise contained therein.

'180 ROAD SIGN INVENTORY, RETRO REFLECTIVITY COMPLIANCE EVALUATION, AND REPLACEMENT POLICY

It is the stated objective of the City of Grand Meadow, MN to maintain its city roads in a safe but cost effective manner. As part of its maintenance efforts, the City of Grand Meadow recognized that regulatory, warning, and directional road signs (commonly referred to collectively as safety signs), including but not limited to stop signs, yield signs and other similar traffic control devices, need to be properly inventoried, assessed for compliance with applicable retro-reflectivity standards, maintained, and replaced from time to time. The City of Grand Meadow further recognized that when signs are installed with city road rights-of-way they must comply with state and federal regulations as primarily outlined in the Manual on Uniform Traffic Control Devices. As part of its efforts to comply with applicable regulations, the City Council of Grand Meadow shall be guided by the following plan adopted in accordance with Section 2A.08 of the Manual on Uniform Traffic Control Devices:

1. Inventory. In recognition of the importance of knowing the number, type, and location of city signs situated in city road rights-of-way, it is the intent of the city council to have any inventory of all city road signs completed by June 2014. The completed inventory shall be maintained using a computer program and shall be updated each time a sign is installed, replaced, or removed but not less than on an annual basis. The inventory shall indicate the type of sign, the number of each type of sign, the location of each sign including the direction the sign faces, the date of installation (when known for pre-existing signs), type of material used on sign face (when known), a general statement on the condition of the sign, a record of any maintenance performed on the sign, and the date of sign removal if applicable.

2. Removal of Excess Signs. In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on the road authority, it shall be the policy of the City of Grand Meadow to remove signs determined to be unnecessary for safety purposes and which are not otherwise required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering study and the Manual on Uniform Traffic Control Devices. Particular attention shall be paid to recommendations on signage for roads considered to be 'low-volume' under the Manual on Uniform Traffic Control Devices as adopted by the State.

3. Retro-reflectivity Evaluation. In recognition of the new retro-reflectivity standards adopted into the Manual on Uniform Traffic Control Devices by the Federal Highway Administration, the City Council shall arrange to have all city road signs not removed under section 2 above evaluated for compliance with the applicable retro-reflectivity standards. It shall be the intent of the City to conduct this evaluation using the following method as authorized by the Manual on Uniform Traffic Control Devices rules: (Choose One)

- a. Visual Nighttime Inspection Method
 - i. Utilizing Calibration Sign Procedure
or
 - ii. Utilizing Comparison Panel Procedure
- b. Measured Sign Retro-Reflectivity Method

It shall be the intent of the City Council to have this evaluation completed by June, 2014. The City Council reserves the right to change which evaluation method will be utilized as expressly found necessary by the board due to budgetary constraints or other practical difficulties in completing this process.

4. Sign Replacement. After completion of the inventory, removal of unnecessary signs, and proper retro-reflectivity evaluation, the town board hereby establishes the following priority order in which road signs will be replaced:

- a. First priority shall be given to replacing all signs determined not to meet applicable retro reflectivity standards. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- b. Second priority shall be given to signs determined to be marginal in their retro-reflectivity evaluation.
- c. Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage.

5. On-going Maintenance. The City shall include a general inspection of road signs in the cities rights-of-way as part of its annual road inspections. The City shall update its sign inventory as provided in section 1. After the initial replacement of signs as provided for in Section 4, the City shall, for the purpose of complying with the requirements of the Manual on Uniform Traffic Control Devices to maintain minimum retro-reflectivity standards, shall, as budgetary factors allow, replace signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy of the facing material used on the sign; or (c) expected life as determined by an authorized engineering study. Damaged, stolen, or missing signs may be replaced as needed.

' 181 ADDITIONAL LAND USE RESTRICTIONS

181.1 Pole Barns and Pole Sheds. Pole Barns and Pole sheds are not permitted as accessory structures or homes within the city limits of Grand Meadow.

181.2 Grandfather Clause. Any residential use of the street or ground level not in violation or any other ordinance or law but not in conformity with the ordinances of the City of Grand Meadow at the time of the adoption of this ordinance will be allowed to continue. However, if such a non-conformity is discontinued for a period of more than one year or the non-conforming building or structure is destroyed by fire or other peril to the extent of fifty percent (50%) of its

market value, any other subsequent use or occupancy of the land or premises shall be a conforming use or occupancy. No non-conformity may be enlarged, increased or extended.

' 182 SNOW REMOVAL

The owner or occupant of any house or building is required to clear sidewalks in front of the house or building of snow and ice within 24 hours of the cessation of a snowfall. If ice cannot be cleared without damage to the sidewalk, it is required that it be strewn with salt, sand, or the like. No person or entity, other than those within the Central Business District, is allowed to deposit snow or ice in any public street, sidewalk, or crosswalk.

During the months of November to March, if forecasts predict snow with more than 50% likelihood for the City of Grand Meadow, street parking shall be prohibited from 10:00 pm until 7:00 am on any city street. At any time, if one inch or more of snow has fallen on city streets, street parking shall be prohibited until city crews have removed the accumulated snowfall on that street. Any car parked on the street in violation of this ordinance shall be subject to a citation and a fine, which shall be determined and updated periodically by the City Council of Grand Meadow, and the possibility of being towed, at the discretion of the Police Department of the City of Grand Meadow.

' 183 MOTORIZED GOLF CARTS

SECTION 1. AUTHORIZED USE

Pursuant to the authority granted by Minnesota Statute 169.045, the use of motorized golf carts is permitted within the city limits only with a valid operator permit under the conditions set forth below. The provisions of Minnesota Statute 169.045 are incorporated herein by reference, except as specifically addressed or modified by this ordinance.

SECTION 2. GOLF CART OPERATOR PERMITS

A. Each person desiring to operate a golf cart within the city limits shall submit an application to Grand Meadow City Hall with an application fee. The city council shall have the right at any time to set a reasonable fee to cover the cost of issuing such permits.

B. Conditions for the issuance of a permit are as follows:

1. Each applicant shall show evidence of insurance which meets the requirements of Minnesota Statute 65B.48, subdivision 5, as it may be amended from time to time.

2. The Chief of Police or designated staff shall inspect each golf cart receiving a permit to ensure that each golf cart has a rear view mirror, a slow-moving vehicle sign (as required by Minnesota Statute 169.522) attached to the rear, an orange safety flag (approximately 7 inches by 12 inches) no less than 5 feet from the ground, and that it is in generally good working condition.

3. Standard mufflers which are properly attached to the golf cart and which reduce the noise of operation of the motor to the minimum necessary for operation are required. No person shall use a muffler cutout, by-pass, straight pipe, or similar device on a golf cart. The apparatus shall not be audible for a distance more than 500 feet from the place or places where such devices or apparatus will be located.

4. Brakes adequate to control the movement of and to stop and hold the golf cart under any condition of operation are required.

5. The applicant must have a valid driver's license and be 18 years old or older.

6. A completed application and application fee must be submitted to City Hall. The application shall specify the name, address, telephone number, driver license number, birthdate, and insurance information for the applicant.

The application shall specify the name, address, telephone number, driver license number, birthdate, and insurance information for the applicant.

C. If an applicant satisfies the above-described conditions, the city shall issue a permit. Permits will be valid for the calendar year in which they were issued. Permits will be issued throughout the year however permits will not be prorated for being purchased for less than twelve months.

D. A permit may be revoked at any time if there is evidence that the applicant or permittee cannot safely operate the motorized golf cart on the designated roadways. If evidence exists that an applicant or permittee cannot safely operate a golf cart, the city may require, as a condition to obtaining, keeping, or renewing a permit, that the applicant submit a certificate signed by a physician that the applicant is able to safely operate a motorized golf cart on the roadways designated.

SECTION 3. GOLF CART OPERATION WITHIN THE CITY OF GRAND MEADOW

A. A person who has been granted a permit shall affix the permit to the rear of the golf cart so that it is visible from the rear.

B. Golf carts shall only be operated on city owned streets and alleys located within the boundaries of the city. Golf carts use is not authorized within the city on pedestrian paths, on bike trails, on sidewalks, or in parks unless specifically permitted by the city or allowed under Section 4 of this ordinance.

C. Golf carts may not be operated during inclement weather or when visibility is impaired by weather, smoke, fog or other conditions or when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.

D. Golf cart operators must obey all traffic laws which can be applied to motorized vehicles. Golf Carts may not travel at a speed in excess of 15 miles per hour.

E. Golf carts may only be operated on designated roadways from sunrise to sunset.

F. The number of occupants in a golf cart may not exceed the design occupancy load.

G. Golf Carts not equipped with brake lights or turn signals must use appropriate hand signals as defined by Minnesota State Statute 169.19 Subdivision 8.

SECTION 3. PERMIT REQUIREMENTS AND FEE WAIVER FOR THOSE WITH DISABILITIES

A. The general permit requirements as specified in Section 2 above must be met.

B. Each application for a fee waiver due to disability shall be accompanied by either 1) a doctor's certificate dated not more than 60 days prior to the application date certifying that the individual has a condition or disability which could benefit from the use of a golf cart and the individual is capable of safely operating a golf cart or 2) proof of a current motor vehicle permit for a handicapped person.

C. The holder of a permit issued under a fee waiver due to disability may operate the golf cart on pedestrian paths, on bike trails, on sidewalks, and in parks as necessary as a direct means of access to facilities or functions. Operation of a golf cart on pedestrian paths, on bike trails, on sidewalks, and in parks shall not be allowed for recreational type travel.

D. No fee shall be charged to any applicant who meets the requirements of Sections 3A and 3B herein.

SECTION 4. CITY LIABILITY

The City of Grand Meadow assumes no liability for any injuries to persons or property which may result from the operation of a golf cart by a permit holder, or from the city's failure to revoke a permit.

SECTION 5. ENFORCEMENT

A. Issuance of Citations. The City of Grand Meadow may authorize any police officer or any other authorized representative of the law to issue a citation to any person, firm, or entity for any alleged violations of this ordinance and any other ordinance or statute which provides the basis for prosecution of violations of this ordinance.

Nothing within this ordinance shall be construed to limit the authority of police officers to enforce any provisions of this ordinance or related statutes or ordinances. The police officer, or other official of the City, is authorized to issue a citation to any person, firm, or entity for any alleged violation of this ordinance as often as each day the violation persists.

B. Revoking Permits. The City of Grand Meadow may revoke a permit at any time if it is shown that the permit holder or operator:

1. cannot safely operate the golf cart on the designated roadway, or
2. has had a driver's license revoked or suspended and is currently under revocation or suspension, or
3. cannot provide proof of current insurance coverage,
4. has had repeat offenses while driving a golf cart, or
5. has knowingly or negligently allowed non-permit holders to operate a golf cart affixed with the permit holder's permit.

C. Penalties. Unless otherwise specified, violations of this ordinance are declared to be misdemeanor offenses and are punishable by fine of up to \$1,000 and/or ninety (90) days in jail.

D. Severability. If any provision of this ordinance or the application of any provision to a particular situation is held to be invalid by a court of competent jurisdiction, the remaining portions of this ordinance shall not be invalidated, nor shall such invalidation prohibit the application of the ordinance to any other situation.