

AN ORDINANCE OF THE CITY OF HUTCHINSON, MINNESOTA, GRANTING
HUTCHINSON SCHOOL DISTRICT (ISD #423) THE RIGHT TO MAINTAIN A
DRIVEWAY ON PUBLIC PROPERTY

THE CITY OF HUTCHINSON ORDAINS:

Section 1. The City of Hutchinson, in the County of McLeod, State of Minnesota, hereafter referred to as Grantor, hereby grants Hutchinson School District (ISD #423), hereafter referred to as Grantee, a franchise to maintain a driveway on certain property owned by the City of Hutchinson, specifically North Park. The area of the franchise is specifically described as:

Commencing at the northeast corner of said North Park; thence southerly, along the east line of said North Park 264.00 feet; thence westerly, parallel with the south line of said North Park 264.00 feet; thence southerly, parallel with said east line 180.00 feet to the point beginning of the land to be described; thence continuing southerly, parallel with said east line 41.80 feet; thence westerly, parallel with said south line 54.00 feet; thence southerly, parallel with said east line 28.20 feet; thence westerly, parallel with said south line 259.50 feet to the west line of said North Park; thence northerly, along said west line 70.00 feet; thence easterly, parallel with said south line 313.50 feet to the point of beginning.

Section 2. The franchise is granted for a term of twenty (20) years commencing on the date of the acceptance of the franchise. Grantee shall file a written acceptance of the franchise with the City Administrator of the City of Hutchinson within ten (10) days after the effective date of this ordinance. The franchise shall become effective only when the acceptance has been filed and evidence of general comprehensive and liability insurance provided for in this grant of franchise has been filed and approved.

Section 3. Grantor reserves the right to enforce reasonable regulations concerning construction, operation and maintenance of facilities located along, over and under the public premises before mentioned and the placement of such facilities.

Section 4. Grantee shall indemnify and defend Grantor, its boards, commissions, officers, agents and employees, in any and all other public agencies, and their members, officers, agents and employees, against any and all liabilities for injury to or death of any person or any damage to any property caused by Grantee, its officers, agents or employees in the construction, operation or maintenance of its property, or arising out of the exercise of any right or privilege under the franchise.

Section 5. At all times during the term of the franchise, Grantee will, at its own expense, maintain in force general comprehensive liability insurance, with an insurance company approved by the City of Hutchinson, with limits approved by the policies being for the protection

of Grantor and its officers, agents and employees, against liability for loss or damage for bodily injury, death or property damage occasioned by the activities of the Grantee under the franchise.

Section 6. Grantee shall not have the right to assign the franchise otherwise transfer it in any manner whatsoever or sell, lease, license, mortgage, or permit others to use transfer in any manner whatsoever any interest in all or any part of its facilities that are installed or operated under this grant, except on prior written approval by ordinance of the City Council of the City of Hutchinson.

Section 7. In the event that Hutchinson School District (ISD #423) should cease to exist or should fail to use the franchise for one calendar year, this franchise shall be deemed null and void and shall revert to the City of Hutchinson without any action on the part of the City of Hutchinson whatsoever.

Section 8. This ordinance shall take effect from and after passage and publication, subject to the provision above requiring written acceptance by Hutchinson School District (ISD #423).

Section 9. The Grantee shall pay a franchise fee of \$100.00.

Adopted by the City Council, this _____ day of _____, 2026.

Mayor

Attest:

City Administrator

