

**Unapproved Minutes of
REDFIELD CITY COUNCIL**

June 7, 2021

7:00 p.m.

The City Council met in regular session via teleconference and at the Fire Dept. on Monday, June 7, 2021 at 7:00 p.m.

MEMBERS PRESENT: Mayor President Randy Maddox, Mike Siebrecht, Eileen Kearney, Todd Schwartz, Jessi Lewis, David Moeller, and Frank Schwartz

MEMBERS ABSENT: Joe Morrissette

STAFF PRESENT: Adam L. Hansen and City Attorney Kristen Kochekian

VISITORS: None

CALL TO ORDER: Mayor Maddox called the meeting to order at 7:00 p.m.

ADOPT AGENDA: Motion by Siebrecht, seconded by F. Schwartz to adopt the agenda as presented. Motion carried.

MINUTES: Motion by Lewis, seconded by Siebrecht to approve the May 17, 2021 minutes. Motion carried.

CONSENT CALENDAR:

Motion by Lewis, seconded by F. Schwartz to approve the following items on the consent calendar:
Departments' Reports:

- A. Sheriff Report – Report dated April 30, 2021
- B. Building Permits – Report dated May, 2021
- C. Senior Citizens Report – Minutes dated June, 2021
- D. Monthly Fuel Quote
- E. Temporary Malt Beverage License #17-2021 & Temporary On/Off Sale Liquor License #17-2021 for Chrystals LLC for Baseball Hall of Fame at Shanty Haven on August 29, 2021

Receive and place on file. Motion carried.

REPORTS:

Hospital Report – Motion by F. Schwartz, seconded by T. Schwartz to approve the CMH Hospital minutes dated May 24, 2021. Motion carried.

OLD BUSINESS:

Notice of Code Enforcement Activities – Yost's report was presented to the Council for their review. Various properties were discussed.

NEW BUSINESS:

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Approve Annual Report – Motion by T. Schwartz, seconded by Moeller to approve the 2020 annual report. Motion carried.

Approve Business Licenses – Motion by F. Schwartz, seconded by Lewis to approve the 2021 business licenses for Matt’s Tree Service and Moeller Stump Grinding. Motion carried.

Hire 2021 Summer Help – Motion by Siebrecht, seconded by T. Schwartz to hire Geneva Talcott as pool manager at a rate of \$11.50 per hour. Motion carried.

Pay Request #4 – American Fence Company – Redfield Wildlife Fence Improvements Project – Motion by Lewis, seconded by T. Schwartz to approve pay request #4 in the amount of \$111,086.67 to American Fence Company for the Redfield Wildlife Fence Improvements Project. Motion carried on a roll call vote with all members voting “Yes.”

Pheasants Forever Advertising – Motion by Siebrecht, seconded by F. Schwartz to approve the advertising. Motion carried.

Pay Request #3 – Dahme Construction, Inc. – Water & Wastewater System Improvements Project, Phase I – Motion by F. Schwartz, seconded by Siebrecht to approve Pay Request #3 Water & Wastewater Improvements Project Phase I in the amount of \$156,034.74 to Dahme Construction, Inc. Motion carried on a roll call vote with all members voting “Yes.”

Pay Request #8 – J&J Earth Works, Inc. – Water & Wastewater System Improvements Project, Phase I – Motion by Lewis, seconded by T. Schwartz to approve Pay Request #8 Water & Wastewater Improvements Project Phase I in the amount of \$328,381.75 to J&J Earthworks, Inc. Motion carried on a roll call vote with all members voting “Yes.”

Construction Phase II Contracts - Motion by Moeller, seconded by Siebrecht to authorize Mayor Maddox to sign all pertinent Construction Phase II contract documents with H&W Contracting, LLC. Motion carried.

ORDINANCES AND RESOLUTIONS:

Mayor Maddox gave the Second Reading of Ordinance No. 02-2021 (Medical Cannabis).

1st Reading: May 17, 2021
2nd Reading: June 7, 2021
Date Adopted: June 7, 2021
Date Published:
June 16, 2021
Effective Date: July 1, 2021

ORDINANCE NO. 02-2021

A TEMPORARY ORDINANCE REGARDING THE ISSUANCE OF LOCAL MEDICAL CANNABIS ESTABLISHMENT PERMITS AND/OR LICENSES.

WHEREAS, a local government may enact an ordinance not in conflict with SDCL Chapter 34-20G, governing the time, place, manner, and number of medical cannabis establishments in the locality. A local government may establish civil penalties for violation of an ordinance governing the time, place, and manner of a medical cannabis establishment that may operate in the locality. A local government may require a medical cannabis establishment to obtain a local license, zoning permit, or registration to operate, and may charge a reasonable fee for the local license, zoning permit, or registration.

WHEREAS, the Municipality of Redfield, SD (“Municipality”), makes a preliminary finding that the Municipality’s current regulations and controls may not adequately address the unique needs and impacts of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, medical cannabis state laws under SDCL 34-20G are effective July 1, 2021. The South Dakota Department of Health shall promulgate rules pursuant to chapter 1-26 not later than October 29, 2021, as defined by SDCL 34-20G-72. During the time between July 1, 2021 and potentially as late as October 29, 2021, local units of government will not yet know standards for medical cannabis and will not be able to adequately assess the local zoning and licensing requirements necessary to approve local permits and to better ensure applicants have a more predictable permitting process and avoid stranded investments.

WHEREAS, the Municipality makes a preliminary finding that the Municipality needs further study of the relationship of medical cannabis establishments to the Redfield Comprehensive Plan and Zoning Ordinance. The public interest requires that the Municipality study, analyze, and evaluate the impacts of medical cannabis establishments and to fully explore the impacts of any proposed regulations regarding medical cannabis establishments;

WHEREAS, the Municipality makes a preliminary finding that it would be inappropriate for the Municipality to issue a local permit or license to a medical cannabis establishment prior to the South Dakota Department of Health’s promulgation of regulations governing the same;

WHEREAS, the Municipality hereby exercises its authority under SDCL 11-4-3.1 and/or SDCL 9-19-13, to establish a temporary ordinance regarding the issuance of any local permits/licenses for medical cannabis establishments within the Municipality;

WHEREAS, a temporary ordinance will ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the Municipality’s Comprehensive Plan can be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, the Municipality finds that a temporary ordinance is reasonable to preserve the status quo and prevent significant investment pending the outcome of the above study and any proposed regulations emanating therefrom;

WHEREAS, the Municipality finds that the following ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF REDFIELD, SD:

Section 1. Temporary Ordinance – Application for Local Permit/License

A medical cannabis establishment desiring to operate in the Municipality shall be required to apply for a permit and/or license from the Municipality. Applications for a local permit and/or license to operate a medical cannabis establishment, as defined by SDCL 34-20G-1, shall not be accepted until the South Dakota Department of Health has promulgated regulations as required by SDCL 30-20G-72. Any application received prior to such regulations being promulgated shall be denied.

Section 2. Immediate Effect.

This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13.

Date adopted: June 7, 2021.

Randy Maddox, Mayor

ATTEST:

Adam Hansen, Finance Officer

Motion by Lewis, seconded by T. Schwartz to adopt Ordinance No. 02-2021. Motion carried on a roll call vote with all members voting "Yes."

Resolution No. 2021-03 (Loan Resolution – 1780-27-Redfield Sewer Subsequent) was read by Hansen.

RESOLUTION NO. 2021-03
LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE City Council OF THE City of Redfield AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Sewer System FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Redfield
(*Public Body*)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Four Hundred Thousand & 00 100 pursuant to the provisions of SDCL9-25 and SDCL 9-40; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,

(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of

the United States. Any income from these accounts will be considered as revenues of the system.

9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.

10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$567,000.00 under the terms offered by the Government; that the Mayor and Finance Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or

ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the of the City Council of the City of Redfield has duly adopted this resolution and

caused it to be executed by the officers below in duplicate on this 2021, _____ day of _____

(SEAL)

By _____

Title Mayor _____

Attest:

Adam Hansen
Title Finance Officer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Finance Officer of the City of Redfield hereby certify that the City Council of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting day of by the vote shown above, I further certify that as of _____, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this day of _____ day of _____

Adam Hansen
Finance Officer

Motion by T. Schwartz, seconded by Siebrecht to approve Resolution No. 2021-03. Motion carried on a roll call vote with all members voting "Yes."

Resolution No. 2021-04 (Loan Resolution – 1780-27-Redfield Water Subsequent) was read by Hansen.

RESOLUTION NO. 2021-04
LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE City Council OF THE City of Redfield AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Water System FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Redfield
(*Public Body*)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Three Hundred Seventy-Six Thousand & 00 100 pursuant to the provisions of SDCL 9-25 and SDCL 9-40; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,

(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.

5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.
11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with

the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$ 340,000.00 under the terms offered by the Government; that the Mayor and Finance Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s). The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the of the City Council of the City of Redfield has duly adopted this resolution and

caused it to be executed by the officers below in duplicate on this 2021, _____ day of _____

(SEAL)

By _____

Title Mayor _____

Attest:

Adam Hansen
Title Finance Officer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Finance Officer of the City of Redfield hereby certify that the City Council of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting day of _____ by the vote shown above, I further certify that as of _____,

the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this day of _____ day of _____

Adam Hansen
Finance Officer

Motion by T. Schwartz, seconded by Moeller to approve Resolution No. 2021-04. Motion carried on a roll call vote with all members voting "Yes."

INFORMATION AND DISCUSSION ITEMS:

Law Enforcement Contract – A discussion about the proposed contract was held.

4th of July Activities- T. Schwartz gave an update on the 2021 activities.

COUNCIL MEMBER REPORTS:

Lewis inquired about dust control on the areas of construction in town.

Kearney received a concern about a commercial vehicle parked on a residential street.

Moeller updated the Council on the street, water, sewer departments and gave a construction update.

F. Schwartz relayed a storm sewer complaint on 3rd St W.

PAY CLAIMS:

City Prepaid	\$14,720.46
City Unpaid	\$191,981.18
Hospital & Clinic Prepaid	\$244,034.65
Hospital & Clinic Prepaid	\$111,540.40

Hospital & Clinic Unpaid \$283,914.27
Additional Claims:

Motion by Lewis, seconded by F Schwartz to pay the above claims in addition to Aberdeen News Company \$892.15 for Assistant FO Ad, Hawkins, Inc. \$2,234.97 for pool chemicals, Jessen Heating \$117.68 for spring maintenance, John Deere Financial \$43.02 for oil filter, WEB Water Association \$34,416.06 for monthly water rubble site & gallons purchased, Redfield Press \$34.00 for community garden advertising, American Fence Company \$111,086.67 for pay request #4 Airport Wildlife Fence Improvements, Dahme Construction, Inc. \$156,034.74 for pay request #3 Water & Wastewater System Improvements Project, Phase I, and J & J Earthworks, Inc. \$328,381.75 for pay request #8 Water & Wastewater System Improvements Project, Phase I. Motion carried on a roll call vote with all members voting "Yes."

Motion by F. Schwartz, seconded by Siebrecht to enter executive session per SDCL 1-25-2 (1) at 8:22 p.m. Motion carried. Mayor Maddox declared out of executive session at 8:36 p.m.

Disciplinary Action – Motion by T. Schwartz, seconded by Moeller to issue a written reprimand to Jeff Carr. Motion carried.

Hire Assistant Finance Officer – Motion by Siebrecht, seconded by T. Schwartz to hire Jennesa Jandel at a wage of \$21.64 per hour. Motion carried.

Motion by Lewis, seconded by Siebrecht to enter executive session per SDCL 1-25-2 (3) at 8:40 p.m. Motion carried.

Mayor Maddox declared out of executive session at 9:04 p.m.

Building Purchase – Discussion about purchasing a property in Redfield. No action taken.

There being no further business, meeting was adjourned at 9:05 p.m.

Randy Maddox
Mayor

Adam L. Hansen
Finance Officer
Recorder: Adam L. Hansen