



CITY COUNCIL – WORK SESSION AGENDA
Tuesday, October 2, 2018
5:00 p.m.
Lewis Room – Winsted City Hall

Mission Statement

“The City of Winsted will provide services and resources for its citizens and businesses that promote opportunities for a high quality of life, while sustaining a hometown atmosphere.”

- I. **5:00 p.m.** Call to Order
- II. **5:00 p.m.** Winsted Volunteer Fire Department – Unit Fees*
- III. **5:10 p.m.** 121 Baker Avenue East – Discuss Next Steps*
- IV. **5:30 p.m.** Other*
- V. **5:50 p.m.** Adjourn

* Denotes no supporting information included in the packet.

Winsted City Hall

201 – 1st St. N.
Winsted, MN 55395
(320) 485-2366
www.winsted.mn.us

~ The Lewis Room is located on the south side of the upper level of Winsted City Hall ~



CITY COUNCIL – MEETING AGENDA
October 2, 2018 – 6:00 P.M.
City Council Chambers – Winsted City Hall

Mission Statement

“The City of Winsted will provide services and resources for its citizens and businesses that promote opportunities for a high quality of life, while sustaining a hometown atmosphere.”

1) MAYOR CALL THE MEETING TO ORDER

- a) **Pledge of Allegiance***
- b) **Oath of Office – Winsted Police Officer, Paige Vick***

2) CONSENT AGENDA

Items listed below are considered routine and non-controversial by the City. There will be no separate discussion of these items unless requested by a Council Member, staff or citizen. If removed, the item will be discussed at the end of the regular agenda.

a) Approval of Minutes

Approve the minutes of the following:

- City Council Work Session – July 17, 2018
- City Council Regular Meeting – July 17, 2018

b) City Administrator Employment Agreement*

Authorize the Mayor and City Clerk-Treasurer to execute a City Administrator Employment Agreement between the City of Winsted and Mr. Adam Birkholz.

c) Winsted Municipal Airport Land Lease Agreement Termination – Hangar Number Seventeen (17)*

Terminate the Land Lease Agreement between the City of Winsted and Mr. Bradley Borrell for hangar number seventeen (17) at the Winsted Municipal Airport.

d) Winsted Municipal Airport Land Lease Agreement – Hangar Number Seventeen (17)

Approve the Land Lease Agreement between the City of Winsted and the Bradley J. Borrell Trust Agreement/Rebecca Ann Borrell, Trustee, for hangar number seventeen (17) at the Winsted Municipal Airport based upon the successful submission of all required documents and fees to the City of Winsted.

e) Winsted Municipal Airport Land Lease Agreement Termination – Hangar Number Seventeen (17)*

Terminate the Land Lease Agreement between the City of Winsted and the Bradley J. Borrell Trust Agreement/Rebecca Ann Borrell, Trustee, for hangar number seventeen (17) at the Winsted Municipal Airport.

f) Winsted Municipal Airport Land Lease Agreement – Hangar Number Seventeen (17)

Approve the Land Lease Agreement between the City of Winsted and Mr. Paul A. Peterson for hangar number seventeen (17) at the Winsted Municipal Airport based upon the successful submission of all required documents and fees to the City of Winsted.

g) Schedule Public Hearing – Winsted Police Department Body-Worn Cameras*

Schedule a public hearing for Wednesday, November 7, 2018 at 6:00 p.m. in the City Council Chambers at Winsted City Hall to consider the purchase and implementation of Body-Worn Cameras for the Winsted Police Department.

h) Claims

Approve the claims list for October 2, 2018.

3) PUBLIC HEARINGS

a) Public Hearing – Ordinance O-18-08 – Utilities Ordinance Amendment

Consider a motion to adopt Ordinance O-18-08 to amend Section 9 of Chapter 3 of the Municipal Code of the City of Winsted regulating nonessential water usage upon critical water deficiency as authorized by Minnesota Statute § 103g.291, subdivisions 1 and 2.

4) OLD BUSINESS

5) NEW BUSINESS

a) 2018 City Council Priorities Third (3rd) Quarter Update*

Receive a 2018 City Council Priorities, third (3rd) quarter update.

6) DEPARTMENT REPORT

a) Building Inspector*

7) OPEN FORUM

Open Forum provides residents with the opportunity to address an issue that is not on the agenda with the City Council. The City Council will not take official action on items discussed during Open Forum, except to refer items to staff for future report or follow through. If you wish to address the City Council please state your name, address and topic that you wish to discuss. Speakers will be limited to five (5) minutes to discuss an issue and the Mayor will limit discussion on any one topic to ten (10) minutes.

8) INTERIM CITY ADMINISTRATOR UPDATE AND ANNOUNCEMENTS*

9) ADJOURN

*** Denotes no supporting information included in the packet.**

Winsted City Hall

201 1st Street North | P.O. Box 126 | Winsted, MN 55395
(320) 485-2366 | www.winsted.mn.us

City of Winsted
City Council Work Session
Lewis Room
Tuesday, July 17, 2018
5:00 p.m.

Present: Mayor Steve Stotko
Council Member Mike Henrich
Council Member Tom Ollig
Council Member George Schulenberg

Staff Present: Ms. Patricia Fitzgerald, Temporary Acting City Administrator
Ms. Raquel Kirchoff, City Clerk-Treasurer

Also Present: Mr. Jake Saulsbury, City Engineer, Bolton & Menk, Incorporated
Mr. Dale Maus, Winsted Lake Watershed Association
Mr. Gary Lenz, Winsted Lake Watershed Association

I. Call to Order

Mayor Stotko Called the meeting to order at 5:00 p.m.

II. Winsted Lake Water Quality Analysis

Mr. Jake Saulsbury, Bolton & Menk, Incorporated, reviewed the Winsted Lake Water Quality Analysis information that was provided in the City Council packet for this meeting. Mr. Saulsbury stated that this analysis will be sent to McLeod County to include in their plan submitted for Clean Water Funds.

Mr. Saulsbury stated that Clean Water Funds are allocated based on plans submitted by counties and watersheds, so Winsted must submit their improvement plan through McLeod County's plan. McLeod County hopes to submit a plan in the year 2019; however, Mr. Saulsbury hopes that by Winsted submitting this analysis to them soon, it will get McLeod County started on submission of a plan as soon as possible. There is not a deadline for the plan, but an incentive to complete it as soon as possible to receive as much funding as possible so projects like Winsted's may move forward.

The City Council Members discussed the analysis and the proposed options for improvement. Mr. Dale Maus, Winsted Lake Watershed Association, stated concerns regarding the proposed sedimentation basins based on large rainfalls that have consistently occurred.

Council Member Ollig asked if the City Council needed to adopt options from the analysis. Mr. Saulsbury stated not yet; the goal at this time is to keep options open to be available for more funding.

Mr. Saulsbury stated that he would review today's discussion with Mr. Robert Bean, Bolton & Menk, Incorporated, who prepared the analysis and report back to those present at this Work Session. He would then tweak the analysis to send to McLeod County sometime in the near future and check in with them periodically regarding the status of their plan.

Mr. Maus stated that he would also contact McLeod County regarding their plan.

Council Member Ollig requested a copy be sent to the McLeod County Commissioner for his support also.

III. Other

a.) 9/11 Memorial

Council Member Ollig provided information regarding the process and cost of bringing the 9/11 Memorial to the City of Winsted during the Winsted Summer Festival.

b.) Resolution R-18-24 - Winsted Summer Festival

Ms. Fitzgerald stated that the Consent Agenda for tonight's regular City Council Meeting includes a resolution to recognize the Winsted Summer Festival as a city-sponsored event to cover volunteers for the festival under the City's liability insurance.

Mr. Maus stated that the Winsted Summer Festival Committee and City staff checked with Flagship Insurance to ensure insurance coverage for the extra activity of the 9/11 Memorial visit. Mr. Maus stated that the proposed resolution would meet the requirement for the League of Minnesota Cities to provide necessary insurance for Winsted Summer Festival activities and volunteers.

c.) Veteran's Memorial

Ms. Fitzgerald asked about the status of an agreement between the City of Winsted and the American Legion for the installation of a Veteran's Memorial in Hainlin Park.

Mayor Stotko stated that the agreement and the maintenance cost of the memorial were sent to American Legion representatives and the City is awaiting their response.

d.) Barrett Park Improvements

Ms. Fitzgerald stated that Mr. Dave Meyer, Maintenance Supervisor, would contact Mr. Rick Baumann, Winsted Little League Association, regarding improvements discussed at Park Commission meetings for Barrett Park.

IV. Adjourn

Council Member Schulenberg motioned to adjourn the meeting. Council Member Henrich seconded the motion. Motion carried 4-0.

The meeting was adjourned at 5:55 p.m.

Steve Stotko
Mayor
City of Winsted

ATTEST:

Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted

City of Winsted
City Council Meeting
Council Chambers
Tuesday July 17, 2018
6:00 p.m.

Present: Mayor Steve Stotko
Council Member Mike Henrich
Council Member Tom Ollig
Council Member George Schulenberg

Staff Present: Ms. Patricia Fitzgerald, Temporary Acting City Administrator
Ms. Raquel Kirchoff, City Clerk-Treasurer

1) Mayor Stotko called the meeting to order at 6:00 p.m.

a) The Pledge of Allegiance was taken.

2) Consent Agenda

Mayor Stotko read the Consent Agenda

a) Approval of Minutes

Approved the minutes of the following:

- City Council Work Session – May 1, 2018
- City Council Regular Meeting – May 1, 2018
- City Council Work Session – May 15, 2018
- Park Commission Meeting – April 9, 2018
- Planning Commission Meeting – May 14, 2018

b) Road Closure Request

Authorized the Winsted Police Chief to close a portion of 1st Street South, a portion of Main Avenue, and the Winsted Lake Promenade to through traffic, on Tuesday, August 7, 2018 through Sunday, August 12, 2018 in conjunction with the Winsted Summer Festival.

c) Amplified Music – Winsted Arts Council

Approved amplified music events on City property on Thursday, August 9, 2018 between the hours of 6:00 p.m. and 10:00 p.m., as approved by the Winsted Police Chief.

d) Outdoor Food Stands – Winsted Arts Council

Approved the use and operation of outdoor food stands on City streets and property on Thursday, August 9, 2018 in conjunction with a Winsted Arts Council event, as approved by the Winsted Police Chief.

e) Fireworks Permit Application – Winsted Summer Festival

Approved the outdoor fireworks permit application from Spark1 Pyro LLC, to provide fireworks during Bratbusters and the Winsted Summer Festival on Friday, August 10, 2018, with an alternate rain date of Saturday, August 11, 2018, as approved by the Winsted Fire Chief.

f) Kid's Run and 4 ½ Mile Run – Winsted Summer Festival

Approved a Kid's Run and a 4 ½ Mile Run sponsored by the Winsted Summer Festival on Saturday, August 11, 2018, with routes within the City limits approved by the Winsted Police Chief.

g) Parade Permit – Winsted Summer Festival

Approved a Children's Parade sponsored by the Winsted Summer Festival on Saturday, August 11, 2018 near Mill Reserve Park, as approved by the Winsted Police Chief.

h) Parade Permit – Winsted Summer Festival

Approved a Parade sponsored by the Winsted Summer Festival on Sunday, August 12, 2018 on designated streets in the City of Winsted, as approved by the Winsted Police Chief.

i) Winsted Beer Festival - Large Assembly Permit

Approved the McLeod County Large Assembly Permit for the Winsted Beer Festival that will be held on Saturday, September 8, 2018 at the Winstock Country Music Festival Grounds.

j) Security Bank & Trust Company – Pledged Securities

Approved the Pledged Securities that Security Bank & Trust Company has purchased for the City of Winsted for the month of June, 2018.

k) Building Permit Report – June, 2018

Approved the Building Permit Report for the month of June, 2018.

l) Financial Report – May, 2018

Approved the financial report for the month of May, 2018.

m) Claims

Approved the claims list for July 17, 2018.

n) Resolution R-18-24-Winsted Summer Festival

Adopted Resolution R-18-24 recognizing the Winsted Summer Festival as a City sponsored event.

Council Member Schulenberg motioned to adopt the Consent Agenda as presented. Council Member Henrich seconded the motion. Council Member Ollig abstained from voting on “Item j. Security Bank & Trust Company – Pledged Securities”. Motion carried 4-0.

3) No Public Hearings

4) No Old Business

5) New Business

a) 2018 City Council Priorities Second (2nd) Quarter Update

Ms. Patricia Fitzgerald, Temporary Acting City Administrator, presented a second (2nd) quarter update on the 2018 City Council Priorities.

6) Organization Report

a) Winsted Ambassadors

Ms. Ellen Guggemos and Ms. Heidi Otto, 2017-2018 Winsted Ambassadors, provided the following information regarding the Ambassador program.

- Ambassadors attend 24 out of town events during their term. Some of the out of town events include Jesse James Days in Northfield, Independence Day Celebration in Delano, the City of Annandale Coronation, the St. Paul Winter Carnival, and the Minneapolis Aquatennial.
- Ambassadors attend 17 Winsted events; some of which are the Women’s Expo, Chicken Bingo, Winsted Holding Activities that Unite People (WHAT UP) Movie in the Park and Punt, Pass and Kick events.
- Ambassadors participate in the Winsted Library’s Story Time and Spy Academy, which is the theme for the summer reading program.
- 2018-2019 Winsted Ambassador candidates are Ms. Emma Fury and Ms. Kaitlyn Pokornowski.

Council Member Ollig asked what the most significant learned was from being a Winsted Ambassador. Ms. Otto stated communication skills.

Council Member Ollig asked where each ambassador attended school and what their future plans were.

Ms. Otto stated that she graduated from Howard Lake-Waverly-Winsted High School and will attend Lake Superior College in Duluth, Minnesota to study nursing.

Ms. Guggemos stated that she graduated from Holy Trinity High School and will attend the University of St. Mary in Bismarck, North Dakota for athletic training and coaching.

The City Council Members thanked the Winsted Ambassadors for their representation of the City of Winsted.

7) No Open Forum

8) City Administrator Updates and Announcements

a) Planning Commission Vacancy

Ms. Fitzgerald stated that the Planning Commission has a vacancy. Interested residents may contact City Hall for consideration.

b) City Streets - Sealcoating

Ms. Fitzgerald stated that sealcoating of the following streets would occur on July 18, 2018. No parking should occur on these streets including campers, trailers, or refuse and recycling containers. Violators will be towed at the owner's expense.

- Fairlawn Avenue East and West
- George Avenue East
- Lake Avenue East
- 5th Street North
- 7th Street
- 8th Street
- Mallard Avenue
- Merganser Avenue
- Industrial Drive

Council Member Henrich asked if residents were notified before today, since people may be out of town and have vehicles parked on the street. Ms. Kirchoff stated that she would check with the Public Works Department.

c) Filing Period – Mayor and City Council Positions

Ms. Fitzgerald stated that the filing period for City of Winsted Mayor and two City Council positions begins on July 31, 2018 and concludes at 5:00 p.m. on August 14, 2018.

9) Adjournment

Council Member Schulenberg motioned to adjourn the meeting. Council Member Henrich seconded the motion. Motion carried 4-0.

The meeting was adjourned at 6:28 p.m.

Steve Stotko
Mayor
City of Winsted

ATTEST:

Raquel Kirchoff
City Clerk-Treasurer
City of Winsted

WINSTED MUNICIPAL AIRPORT
City of Winsted, McLeod County, Minnesota
201 1st Street North
P.O. Box 126
Winsted, MN 55395
(320) 485-2366

LAND LEASE AGREEMENT

This Agreement, entered into by and between the City of Winsted, a Municipal Corporation organized and existing under the Laws of the State of Minnesota, located in McLeod County in the State of Minnesota, hereinafter “WINSTED”; and **Bradley J. Borrell Trust Agreement/Rebecca Ann Borrell, Trustee, 1613 Alabama Avenue South, St. Louis Park, Minnesota, 55416**, hereinafter “TENANT”.

1. PROPERTY RENTED. WINSTED agrees to rent to TENANT, and TENANT agrees to rent from WINSTED land only upon which it will build a hangar pursuant to the terms of this Lease Agreement. The land which is being rented herein is described as follows:

Winsted Municipal Airport: **Hangar Number 17**

2. RENT. TENANT agrees to pay rent for the property for a term of twenty (20) years, beginning **June 19, 2018**, and ending on **May 1, 2038**. TENANT promises to pay rent in equal yearly payments of **\$414.00**, payable one year in advance on or before the first day of each year (i.e. the lease year hereunder). At any time after the 5th, 10th, and/or 15th anniversary dates of this lease, WINSTED has the right to increase the rent in a sum not to exceed 10% over the rent in effect at the time of said increase. Said increase shall be effective for the remainder of the lease period. In the event TENANT has paid the rent for the year in which the increase becomes effective, TENANT shall, within thirty (30) days of being provided with said notice, pay the additional sum owed for said increase pro rata for the year for which TENANT has already paid rent. All subsequent years, TENANT shall pay the full amount of said increase on or before the anniversary date of this lease until termination of this lease. If TENANT fails to pay the increase, or otherwise fails to agree to pay same or give notice to said City that TENANT does not desire to pay the increase, then within thirty (30) days of WINSTED’S mailing said written notice, TENANT agrees to vacate the premises and lands being rented to TENANT hereunder.

3. LIABILITY AND INDEMNIFICATION. The TENANT shall defend and indemnify WINSTED for claims brought or actions filed against WINSTED or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of the acts or omissions of the TENANT, its agents, employees, and guests, or in any way arising out of the operation of the TENANT’S aircraft or from the occupancy of the TENANT’S aircraft on WINSTED’S premises. WINSTED shall also be held harmless for damage to the TENANT’S property except for intentional or grossly negligent acts of WINSTED, its officers, employees or agents.

WINSTED shall defend and indemnify the TENANT for claims brought or actions filed against the TENANT or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of WINSTED’S acts or omissions in operating its Municipal Airport.

4. INSURANCE. The TENANT agrees to obtain and maintain in effect aircraft liability insurance in the form and in at least the amount required by Minnesota State Statutes Section 360.59, subdivision 10, as amended.

The TENANT shall also obtain and maintain in effect first-party property insurance covering damage to the aircraft, hangar, and hangar contents; including a minimum of \$1,000,000 in General Liability. The TENANT shall have a certificate of insurance evidencing such coverage and naming WINSTED as an additional insured on the coverage.

TENANT shall not use the premises in connection with any flight instruction, or housing equipment used for flight instruction without first obtaining written permission from WINSTED and obtaining such amount of insurance which WINSTED requires.

5. WAIVER OF SUBROGATION. Except for intentional or grossly negligent acts of WINSTED, its employees or agents, TENANT hereby waives any subrogation rights that it, or its insurer, may have against WINSTED as a result of any loss or payment under the terms of first-party property coverage on the aircraft, hangar, and hangar contents.

6. UTILITY SURCHARGE: TENANT agrees to pay \$750 as a utility surcharge to WINSTED. TENANT understands this surcharge cannot be waived based on TENANTS' use of electricity. TENANT understands the utility surcharge must be paid in full at the time of execution of this agreement. TENANT understands the utility surcharge is non-refundable. Winsted reserves the right to require additional surcharges for utilities it determines to be necessary from time to time.

7. TAXES. TENANT understands that TENANT is responsible for any and all taxes (of any nature, whatsoever) due for TENANTS' use of the premises, including, but not limited to, the construction of, and use of the hangar, thereon.

8. BUILDING. No building shall be built on the premises other than a hangar, whose plans must be approved in advance, by the Winsted Municipal Airport Commission.

9. REQUIREMENTS.

A. TAXES. TENANT shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the term of the TENANTS' lease, upon the land, hangar and/or use of either. Taxes levied by reason of occupancy of the leased premises shall be in an amount additional to rent, whether or not such tax payments under the law are to be included in and paid from rents.

B. IMPROVEMENT FEE. An annual improvement fee of \$200 shall be paid by TENANT on or before the first day of February in each year (the term of this lease). Said annual improvement fee shall be deposited into an airport improvement fund. Said annual improvement fee may be reviewed annually for possible modification; but must be reviewed for possible modification every five (5) years.

C. SNOW REMOVAL. Snow removal of airport facilities will be on a priority basis. Snow will generally not be removed on weekends or holidays. City employees will first remove snow from municipal streets. After WINSTED streets have been cleared, the airport runway will be cleared first,

followed by taxiways and alleyways in front of the hangars. Snow in front of doors is the responsibility of the TENANT. Snow removal crews will try to clear the snow away from in front of the hangars as much as possible, without incurring damage to buildings or snow removal equipment. Snow removal crews are not responsible for removing snow on leased premises. There may, however, be instances when these areas are cleared of snow to expedite snow removal operations in areas where WINSTED is responsible for snow removal.

D. BUILDING CODE. All new constructed hangar buildings shall be constructed in accordance with the Minnesota State Uniform Building code. New buildings shall maintain a ten (10) foot separation between structures. This area is designated for fire protection, and is not to be used for outside storage of materials. This distance is not represented as adequate spacing to prevent damage from ice, snow or rain, but is designed to allow maximum density of hangars on Airport property. Fire walls may be required between structures, as required by the Building Inspector, and /or the Uniform Fire Code.

E. NEW CONSTRUCTION.

- (1) Upon entering into this Land Lease, TENANT agrees to construct a hangar at the Winsted Municipal Airport within one (1) year from the beginning date of the Land Lease. If TENANT does not receive a Certificate of Occupancy from the City of Winsted's Building Inspector, for a newly constructed hangar, within one (1) year of the beginning date of this Land Lease, TENANT agrees that it forfeits its lot; and any fees TENANT has paid will not be refunded.
- (2) Any permits required for construction of a hangar shall be the responsibility of the TENANT.
- (3) At the time of entering into this Land Lease for the construction of a hangar thereon TENANT shall pay \$4,500 as an Airport Access Fee for said new hangar construction.

F. RESTRICTIONS.

- (1) Hangars must be occupied by airworthy aircraft in nine (9) of any twelve (12) consecutive months, unless otherwise authorized by the Airport Commission in writing. The TENANT must make written request to the Airport Commission in order to store other items which are not aircraft, in/on the airport property. Airport Commission decisions shall be returned to the TENANT in written form, with a copy sent to the Winsted City Clerk.
- (2) Hazardous materials, as defined by the State of Minnesota Pollution Control Agency (MPCA), shall not be stored in/on the Leased Premises, unless they are stored in accordance with the State of Minnesota MPCA rules and regulations and local fire codes.
- (3) Changes or modifications to WINSTED owned structures/property are forbidden. If changes or modifications are necessary, written requests must be submitted to the Airport Commission. The request and the Airport Commission recommendation will be submitted to the Winsted City Council for approval/denial. The City Council retains the right to contract with outside contractors to make any changes or

modifications to the structures.

- (4) TENANT may perform maintenance on its own aircraft in its own hangar.
- (5) Aircraft which are located outside of a building, and have entered into a tie-down lease, may not leave the aircraft fall into a state of disrepair. Upon examination by the Airport Commission, that the aircraft is not airworthy, TENANT shall either remove the aircraft, or relocate the aircraft to a hangar, where the TENANT has ninety (90) days to get the aircraft into airworthy condition.

10. LEASE TERMINATION. WINSTED may terminate this lease and/or any rights hereunder if the TENANT fails to abide by any term or condition hereof or any rule or regulations of the Winsted Municipal Airport (and/or its commission). Upon such default, WINSTED shall give TENANT written notice mailed to TENANT'S address mentioned hereinbelow (or such other address as TENANT provides to WINSTED in writing), of said default and the TENANT shall have seven (7) days to remove its property from within any WINSTED owned hangar, or thirty (30) days to remove a privately-owned hangar and its contents, from the leased WINSTED (airport) property. WINSTED may commence any appropriate legal action it deems appropriate, if TENANT fails to comply with any term, condition of this lease including, but not limited to, the removal of private property from WINSTED'S airport property.

11. MY RIGHTS OF POSSESSION. If TENANT pays TENANT'S rent on time and keep all TENANT'S other promises to WINSTED, TENANT may peaceably use and enjoy the Property for the full term of this lease. TENANT agrees to quietly leave the Property and return to WINSTED at the end of the term, unless entering into a renewal lease prior to expiration of existing lease.

12. DAMAGE TO THE PROPERTY. TENANT agrees to keep the property in as good a condition as it is now, except for any damages caused by ordinary wear and tear. If the Property is damaged by fire, storm, earthquake, or any other casualty that is not caused by the negligent or willful acts of TENANT or any of TENANT'S family, agents, visitors, or employees; then the following conditions shall apply. TENANT has the right to either repair the Property, which shall be completed within sixty (60) days of the damage; or terminate this lease. If WINSTED decides to repair the damage and the Property becomes uninhabitable or unusable during any period of repair, WINSTED will make an appropriate reduction in TENANT'S rent to adjust for the time during which, and the extent to which, the Property is uninhabitable. If WINSTED decides not to rebuild or repair, the Property, TENANT'S lease will terminate as of the time of the damages. In that event, TENANT will no longer have any obligation to pay WINSTED rent for the remaining term of the lease, but shall be obligated to remove all of its building or remains thereof.

13. NO SUBLETTING. TENANT agrees not to assign or sublet the Property or any right under this agreement to anyone else unless TENANT first obtains written permission from WINSTED, which may refuse same for any reason whatsoever.

14. NOTICE OF TERMINATION. TENANT agree to give WINSTED thirty (30) days written notice before the end of the term of this lease that TENANT intends to vacate the Property. If TENANT does not give this notice, WINSTED will have the option of continuing this lease for three (3) additional months without giving any notice to TENANT, who will therefore be liable for (pro rata) rent during said additional three (3) months.

15. COMPLIANCE. TENANT must at all times be in compliance with all Minnesota and federal aviation administration rules, regulations and requirements regarding the aircraft, the property rented herein, the hangar located therein and property located therein.

16. AMENDMENTS. WINSTED may amend this lease from time to time as may be required to remain in compliance with all laws and regulations governing the airport and appurtenances thereto established by the Government of the United States, State of Minnesota and County of McLeod. Such amendment may also be made to modify any taxes, assessments, license fees, maintenance charges, airport access fee or other charges as may be deemed necessary by Winsted from time to time.

17. BINDING EFFECT. This agreement is binding upon the heirs, successors and assigns of the parties hereto as they themselves are bound (but any assignment by TENANT requires prior written agreement by WINSTED).

18. SEVERABILITY OF TERMS. If any term or condition of this agreement is found to be unconstitutional or unenforceable due to inconsistency with the laws of Minnesota or the federal government, all other terms or conditions contained herein shall remain in full force and effect.

19. GOVERNING LAW. This agreement shall be bound by the laws of the State of Minnesota.

Tenant's Signature: _____ Date: _____

Tenant's Name (Please Print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

CITY OF WINSTED

By _____ Date: _____
Steve Stotko, Its Mayor

By _____ Date: _____
Raquel Kirchoff, Its City Clerk-Treasurer

WINSTED MUNICIPAL AIRPORT
City of Winsted, McLeod County, Minnesota
201 1st Street North
P.O. Box 126
Winsted, MN 55395
(320) 485-2366

LAND LEASE AGREEMENT

This Agreement, entered into by and between the City of Winsted, a Municipal Corporation organized and existing under the Laws of the State of Minnesota, located in McLeod County in the State of Minnesota, hereinafter “WINSTED”; and **Paul A. Peterson, 2362 Weston Ridge Court, Chaska, Minnesota 55318**, hereinafter “TENANT”.

1. PROPERTY RENTED. WINSTED agrees to rent to TENANT, and TENANT agrees to rent from WINSTED land only upon which it will build a hangar pursuant to the terms of this Lease Agreement. The land which is being rented herein is described as follows:

Winsted Municipal Airport: **Hangar Number 17**

2. RENT. TENANT agrees to pay rent for the property for a term of twenty (20) years, beginning **August 1, 2018**, and ending on **May 1, 2038**. TENANT promises to pay rent in equal yearly payments of **\$414.00**, payable one year in advance on or before the first day of each year (i.e. the lease year hereunder). At any time after the 5th, 10th, and/or 15th anniversary dates of this lease, WINSTED has the right to increase the rent in a sum not to exceed 10% over the rent in effect at the time of said increase. Said increase shall be effective for the remainder of the lease period. In the event TENANT has paid the rent for the year in which the increase becomes effective, TENANT shall, within thirty (30) days of being provided with said notice, pay the additional sum owed for said increase pro rata for the year for which TENANT has already paid rent. All subsequent years, TENANT shall pay the full amount of said increase on or before the anniversary date of this lease until termination of this lease. If TENANT fails to pay the increase, or otherwise fails to agree to pay same or give notice to said City that TENANT does not desire to pay the increase, then within thirty (30) days of WINSTED’S mailing said written notice, TENANT agrees to vacate the premises and lands being rented to TENANT hereunder.

3. LIABILITY AND INDEMNIFICATION. The TENANT shall defend and indemnify WINSTED for claims brought or actions filed against WINSTED or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of the acts or omissions of the TENANT, its agents, employees, and guests, or in any way arising out of the operation of the TENANT’S aircraft or from the occupancy of the TENANT’S aircraft on WINSTED’S premises. WINSTED shall also be held harmless for damage to the TENANT’S property except for intentional or grossly negligent acts of WINSTED, its officers, employees or agents.

WINSTED shall defend and indemnify the TENANT for claims brought or actions filed against the TENANT or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of WINSTED’S acts or omissions in operating its Municipal Airport.

4. INSURANCE. The TENANT agrees to obtain and maintain in effect aircraft liability insurance in the form and in at least the amount required by Minnesota State Statutes Section 360.59, subdivision 10, as amended.

The TENANT shall also obtain and maintain in effect first-party property insurance covering damage to the aircraft, hangar, and hangar contents; including a minimum of \$1,000,000 in General Liability. The TENANT shall have a certificate of insurance evidencing such coverage and naming WINSTED as an additional insured on the coverage.

TENANT shall not use the premises in connection with any flight instruction, or housing equipment used for flight instruction without first obtaining written permission from WINSTED and obtaining such amount of insurance which WINSTED requires.

5. WAIVER OF SUBROGATION. Except for intentional or grossly negligent acts of WINSTED, its employees or agents, TENANT hereby waives any subrogation rights that it, or its insurer, may have against WINSTED as a result of any loss or payment under the terms of first-party property coverage on the aircraft, hangar, and hangar contents.

6. UTILITY SURCHARGE: TENANT agrees to pay \$750 as a utility surcharge to WINSTED. TENANT understands this surcharge cannot be waived based on TENANTS' use of electricity. TENANT understands the utility surcharge must be paid in full at the time of execution of this agreement. TENANT understands the utility surcharge is non-refundable. Winsted reserves the right to require additional surcharges for utilities it determines to be necessary from time to time.

7. TAXES. TENANT understands that TENANT is responsible for any and all taxes (of any nature, whatsoever) due for TENANTS' use of the premises, including, but not limited to, the construction of, and use of the hangar, thereon.

8. BUILDING. No building shall be built on the premises other than a hangar, whose plans must be approved in advance, by the Winsted Municipal Airport Commission.

9. REQUIREMENTS.

A. TAXES. TENANT shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the term of the TENANTS' lease, upon the land, hangar and/or use of either. Taxes levied by reason of occupancy of the leased premises shall be in an amount additional to rent, whether or not such tax payments under the law are to be included in and paid from rents.

B. IMPROVEMENT FEE. An annual improvement fee of \$200 shall be paid by TENANT on or before the first day of February in each year (the term of this lease). Said annual improvement fee shall be deposited into an airport improvement fund. Said annual improvement fee may be reviewed annually for possible modification; but must be reviewed for possible modification every five (5) years.

C. SNOW REMOVAL. Snow removal of airport facilities will be on a priority basis. Snow will generally not be removed on weekends or holidays. City employees will first remove snow from municipal streets. After WINSTED streets have been cleared, the airport runway will be cleared first,

followed by taxiways and alleyways in front of the hangars. Snow in front of doors is the responsibility of the TENANT. Snow removal crews will try to clear the snow away from in front of the hangars as much as possible, without incurring damage to buildings or snow removal equipment. Snow removal crews are not responsible for removing snow on leased premises. There may, however, be instances when these areas are cleared of snow to expedite snow removal operations in areas where WINSTED is responsible for snow removal.

D. BUILDING CODE. All new constructed hangar buildings shall be constructed in accordance with the Minnesota State Uniform Building code. New buildings shall maintain a ten (10) foot separation between structures. This area is designated for fire protection and is not to be used for outside storage of materials. This distance is not represented as adequate spacing to prevent damage from ice, snow or rain, but is designed to allow maximum density of hangars on Airport property. Fire walls may be required between structures, as required by the Building Inspector, and /or the Uniform Fire Code.

E. NEW CONSTRUCTION.

- (1) Upon entering into this Land Lease, TENANT agrees to construct a hangar at the Winsted Municipal Airport within one (1) year from the beginning date of the Land Lease. If TENANT does not receive a Certificate of Occupancy from the City of Winsted's Building Inspector, for a newly constructed hangar, within one (1) year of the beginning date of this Land Lease, TENANT agrees that it forfeits its lot; and any fees TENANT has paid will not be refunded.
- (2) Any permits required for construction of a hangar shall be the responsibility of the TENANT.
- (3) At the time of entering into this Land Lease for the construction of a hangar thereon TENANT shall pay \$4,500 as an Airport Access Fee for said new hangar construction.

F. RESTRICTIONS.

- (1) Hangars must be occupied by airworthy aircraft in nine (9) of any twelve (12) consecutive months, unless otherwise authorized by the Airport Commission in writing. The TENANT must make written request to the Airport Commission in order to store other items which are not aircraft, in/on the airport property. Airport Commission decisions shall be returned to the TENANT in written form, with a copy sent to the Winsted City Clerk.
- (2) Hazardous materials, as defined by the State of Minnesota Pollution Control Agency (MPCA), shall not be stored in/on the Leased Premises, unless they are stored in accordance with the State of Minnesota MPCA rules and regulations and local fire codes.
- (3) Changes or modifications to WINSTED owned structures/property are forbidden. If changes or modifications are necessary, written requests must be submitted to the Airport Commission. The request and the Airport Commission recommendation will be submitted to the Winsted City Council for approval/denial. The City Council retains the right to contract with outside contractors to make any changes or

modifications to the structures.

- (4) TENANT may perform maintenance on its own aircraft in its own hangar.
- (5) Aircraft which are located outside of a building, and have entered into a tie-down lease, may not leave the aircraft fall into a state of disrepair. Upon examination by the Airport Commission, that the aircraft is not airworthy, TENANT shall either remove the aircraft, or relocate the aircraft to a hangar, where the TENANT has ninety (90) days to get the aircraft into airworthy condition.

10. LEASE TERMINATION. WINSTED may terminate this lease and/or any rights hereunder if the TENANT fails to abide by any term or condition hereof or any rule or regulations of the Winsted Municipal Airport (and/or its commission). Upon such default, WINSTED shall give TENANT written notice mailed to TENANT'S address mentioned hereinbelow (or such other address as TENANT provides to WINSTED in writing), of said default and the TENANT shall have seven (7) days to remove its property from within any WINSTED owned hangar, or thirty (30) days to remove a privately-owned hangar and its contents, from the leased WINSTED (airport) property. WINSTED may commence any appropriate legal action it deems appropriate, if TENANT fails to comply with any term, condition of this lease including, but not limited to, the removal of private property from WINSTED'S airport property.

11. MY RIGHTS OF POSSESSION. If TENANT pays TENANT'S rent on time and keep all TENANT'S other promises to WINSTED, TENANT may peaceably use and enjoy the Property for the full term of this lease. TENANT agrees to quietly leave the Property and return to WINSTED at the end of the term, unless entering into a renewal lease prior to expiration of existing lease.

12. DAMAGE TO THE PROPERTY. TENANT agrees to keep the property in as good a condition as it is now, except for any damages caused by ordinary wear and tear. If the Property is damaged by fire, storm, earthquake, or any other casualty that is not caused by the negligent or willful acts of TENANT or any of TENANT'S family, agents, visitors, or employees; then the following conditions shall apply. TENANT has the right to either repair the Property, which shall be completed within sixty (60) days of the damage; or terminate this lease. If WINSTED decides to repair the damage and the Property becomes uninhabitable or unusable during any period of repair, WINSTED will make an appropriate reduction in TENANT'S rent to adjust for the time during which, and the extent to which, the Property is uninhabitable. If WINSTED decides not to rebuild or repair, the Property, TENANT'S lease will terminate as of the time of the damages. In that event, TENANT will no longer have any obligation to pay WINSTED rent for the remaining term of the lease, but shall be obligated to remove all of its building or remains thereof.

13. NO SUBLETTING. TENANT agrees not to assign or sublet the Property or any right under this agreement to anyone else unless TENANT first obtains written permission from WINSTED, which may refuse same for any reason whatsoever.

14. NOTICE OF TERMINATION. TENANT agree to give WINSTED thirty (30) days written notice before the end of the term of this lease that TENANT intends to vacate the Property. If TENANT does not give this notice, WINSTED will have the option of continuing this lease for three (3) additional months without giving any notice to TENANT, who will therefore be liable for (pro rata) rent during said additional three (3) months.

15. COMPLIANCE. TENANT must at all times be in compliance with all Minnesota and federal aviation administration rules, regulations and requirements regarding the aircraft, the property rented herein, the hangar located therein and property located therein.

16. AMENDMENTS. WINSTED may amend this lease from time to time as may be required to remain in compliance with all laws and regulations governing the airport and appurtenances thereto established by the Government of the United States, State of Minnesota and County of McLeod. Such amendment may also be made to modify any taxes, assessments, license fees, maintenance charges, airport access fee or other charges as may be deemed necessary by Winsted from time to time.

17. BINDING EFFECT. This agreement is binding upon the heirs, successors and assigns of the parties hereto as they themselves are bound (but any assignment by TENANT requires prior written agreement by WINSTED).

18. SEVERABILITY OF TERMS. If any term or condition of this agreement is found to be unconstitutional or unenforceable due to inconsistency with the laws of Minnesota or the federal government, all other terms or conditions contained herein shall remain in full force and effect.

19. GOVERNING LAW. This agreement shall be bound by the laws of the State of Minnesota.

Tenant's Signature: _____ Date: _____

Tenant's Name (Please Print): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

CITY OF WINSTED

By _____ Date: _____
Steve Stotko, Its Mayor

By _____ Date: _____
Raquel Kirchoff, Its City Clerk-Treasurer

CITY OF WINSTED

*Check Summary Register©

Cks 9/15/2018 - 9/28/2018

| Name | Check Date | Check Amt | |
|---|------------|-------------|--------------------------------|
| 10100 CBW | | | |
| Paid Chk# 002346E MN DEPARTMENT OF REVENUE | 9/20/2018 | \$270.00 | August 2018, Sales & Use Tax |
| Paid Chk# 002347E IRS-FEDERAL WITHHOLDING | 9/21/2018 | \$1,514.98 | Federal Withholding - P.P. #19 |
| Paid Chk# 002348E IRS-FICA | 9/21/2018 | \$2,196.88 | Medicare/S.S. - P.P. #19 |
| Paid Chk# 002349E MN DEPARTMENT OF REVENUE | 9/21/2018 | \$809.47 | State Withholding - P.P. #19 |
| Paid Chk# 002350E PERA | 9/21/2018 | \$3,774.08 | Retirement Contribution - P.P. |
| Paid Chk# 002351E IRS-FEDERAL WITHHOLDING | 9/21/2018 | \$1,302.94 | Federal Withholding - P.P. #19 |
| Paid Chk# 002352E IRS-FICA | 9/21/2018 | \$186.02 | Medicare/S.S. - P.P. #19.01 |
| Paid Chk# 002353E MN DEPARTMENT OF REVENUE | 9/21/2018 | \$456.76 | State Withholding - P.P. #19.0 |
| Paid Chk# 002354E IRS-FEDERAL WITHHOLDING | 9/21/2018 | \$18.17 | Federal Withholding - P.P. #19 |
| Paid Chk# 002355E IRS-FICA | 9/21/2018 | \$9.40 | Medicare/S.S. - P.P. #19.02 |
| Paid Chk# 002356E MN DEPARTMENT OF REVENUE | 9/21/2018 | \$12.50 | State Withholding - P.P. #19.0 |
| Paid Chk# 025771 University of Minnesota | 9/24/2018 | \$85.00 | PW-Recertification of Tree Ins |
| Paid Chk# 025772 United States Treasury | 9/25/2018 | \$1,935.37 | FEIN 41-6005652/Payroll Tax Pe |
| Paid Chk# 025773 Cintas Corporation | 9/28/2018 | \$299.00 | PW-Supplies/Shelf |
| Paid Chk# 025774 Accurate Radar Specialties | 9/28/2018 | \$90.00 | PD-Calibration of Radar Unit |
| Paid Chk# 025775 GovOffice LLC | 9/28/2018 | \$2,190.00 | Website Development and Hostin |
| Paid Chk# 025776 B & B Tire and Auto, LLC | 9/28/2018 | \$2,249.36 | FD-Repair to 1988 Chevy Pickup |
| Paid Chk# 025777 BHE Community Solar, LLC | 9/28/2018 | \$6,080.55 | Electric Utilities-City Hall |
| Paid Chk# 025778 Cintas Corporation | 9/28/2018 | \$161.24 | PW-Uniforms |
| Paid Chk# 025779 CIT | 9/28/2018 | \$1,511.00 | IT-Managed Services-October, 2 |
| Paid Chk# 025780 Citizens State Bank of Waverly | 9/28/2018 | \$530.97 | H.S.A. Contribution-P.P. #19 |
| Paid Chk# 025781 Delta Dental of Minnesota | 9/28/2018 | \$535.15 | Employer Paid Dental Insurance |
| Paid Chk# 025782 DIMAX CORPORATION | 9/28/2018 | \$2,684.10 | 1st Half Tax Settlement for TI |
| Paid Chk# 025783 Eggert & Gillis, PLLC | 9/28/2018 | \$937.50 | Legal Fees |
| Paid Chk# 025784 Christopher & Jaimie Feider | 9/28/2018 | \$157.16 | Refund for overpayment of fina |
| Paid Chk# 025785 Gardiner Peterson Properties | 9/28/2018 | \$184.61 | Refund for overpayment of fina |
| Paid Chk# 025786 Greater MN Communications | 9/28/2018 | \$1,778.79 | WSF-2018 Signs |
| Paid Chk# 025787 Keith & Jacqlyn Hague | 9/28/2018 | \$52.00 | Refund for overpayment of fina |
| Paid Chk# 025788 Hawkins, Inc. | 9/28/2018 | \$3,072.32 | Water-Chemicals for Treatment |
| Paid Chk# 025789 Herald Journal Publishing, Inc | 9/28/2018 | \$468.50 | WSF-2018 Advertising and Thank |
| Paid Chk# 025790 Homex | 9/28/2018 | \$850.00 | Monthly Library Rent - October |
| Paid Chk# 025791 Edward Kadlec | 9/28/2018 | \$53.35 | Refund for overpayment of fina |
| Paid Chk# 025792 Laura Kosek | 9/28/2018 | \$550.00 | City Hall-Janitorial Contract- |
| Paid Chk# 025793 LandsKapings | 9/28/2018 | \$630.00 | Parks-Curbing around Winsted s |
| Paid Chk# 025794 Mathews Lawn Service | 9/28/2018 | \$3,299.84 | Lawn Service Contract Payment |
| Paid Chk# 025795 McLeod County Auditor- | 9/28/2018 | \$1,198.42 | Elections-Pollbooks |
| Paid Chk# 025796 Alexis Meuleners | 9/28/2018 | \$25.00 | Video Camera Operator-09/18/18 |
| Paid Chk# 025797 Jeremy Meyers | 9/28/2018 | \$35.84 | Refund for overpayment of fina |
| Paid Chk# 025798 Mini Biff, LLC | 9/28/2018 | \$1,247.37 | Parks-Mini Biff Rental |
| Paid Chk# 025799 MVTL Laboratories, Inc. | 9/28/2018 | \$36.00 | Water Testing |
| Paid Chk# 025800 People Service, Inc. | 9/28/2018 | \$11,164.00 | WWTF-Cost of Salty Discharge S |
| Paid Chk# 025801 Ram Buildings Inc. | 9/28/2018 | \$23,004.75 | PW-Salt Storage Shed |
| Paid Chk# 025802 V's Grill | 9/28/2018 | \$217.41 | City Administrator Final Inter |
| Paid Chk# 025803 Xcel Energy | 9/28/2018 | \$961.87 | Elec. Ut.-Lift Stations |
| Paid Chk# 502954E Bi-Weekly ACH | 9/17/2018 | \$15,490.30 | |
| Paid Chk# 502956E Bi-Weekly ACH | 9/21/2018 | \$4,562.08 | |

CITY OF WINSTED

*Check Summary Register©

Cks 9/15/2018 - 9/28/2018

| Name | Check Date | Check Amt |
|---------------------------------|---------------------|--------------------|
| Paid Chk# 502958E Bi-Weekly ACH | 9/21/2018 | <u>\$288.63</u> |
| | Total Checks | \$99,168.68 |

FILTER: None

ORDINANCE O-18-08

AN ORDINANCE REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBDIVISIONS 1 & 2.

THE CITY COUNCIL OF THE CITY OF WINSTED DOES HEREBY ORDAIN:

SECTION 1. Section 9 of Chapter 3 of the Winsted Municipal Code is hereby amended by the addition of the following:

SECTION 9

309.000. REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY.

309.001. PURPOSE. Section 9 of Chapter 3 establishes water conservation restrictions; and the plan will be in effect at any time the governor declares by executive order a critical water deficiency, pursuant to Minn. Stat. § 103G.291.

309.002. DEFINITIONS.

- A. **Clerk** in statutory cities means the person assigned duties pursuant to Minn. Stat. § 412.151; or the city manager pursuant to Minn. Stat. § 412.601 – 412.751 or in charter cities as determined by city charter.
- B. **Department** means the city public works department.
- C. **Emergency** means the declaration of a critical water deficiency by the governor.
- D. **Irrigation** means the watering of shrubs, trees, sod, seeded areas, gardens, lawns, or any other outdoor vegetation, except outdoor vegetation utilized for agricultural purposes.
- E. **Notification to public** means notification through local media, including interviews and issuance of news releases.
- F. **Public water supplier** means the city or other entity that owns, manages, or operates a public water supply, as defined in Minn. Stat. § 144.382, Subd. 4.
- G. **Reclaimed water** means water collected from rooftops, paved surfaces, or other collection devices and all water utilized more than once before re-entering the natural water cycle.
- H. **Water recirculation system** means any system which enables a user to reuse water at least once prior to returning the water to the natural water cycle.

309.003. APPLICATION.

- A. This Section 9 of Chapter 3 applies to all customers of public water suppliers who own or control water use on any premises.
- B. No person shall make, cause, use, or permit the use of water received from a public water supply for residential, commercial, industrial, governmental, or any other purpose in any manner contrary to any provision in this Section 9 of Chapter 3.
- C. Mandatory emergency conservation measures shall be implemented based upon the declaration of a critical water emergency by the governor.

309.004. DECLARATION OF CRITICAL WATER DEFICIENCY. Upon the declaration of a critical water deficiency by the governor, the public water supplier shall immediately post notice of the emergency declaration at the usual meeting place of the city council, or the official city bulletin board. The city shall provide notification to the public as quickly as possible or through established water supply plans emergency response plans or procedures.

309.005. MANDATORY EMERGENCY WATER CONSERVATION MEASURES. Upon declaration of a water emergency and notification to the public, the following mandatory restrictions upon nonessential water use shall be enforced:

- A. Outdoor irrigation of yards, gardens, golf courses, parklands, and other non-agricultural land, except for those areas irrigated with reclaimed water, is prohibited.
- B. Washing or spraying of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas with water from any pressurized source, including garden hoses, except to alleviate immediate health or safety hazards, is prohibited.
- C. The outdoor use of any water-based play apparatus connected to a pressurized source is prohibited.
- D. Restaurants and other food service establishments are prohibited from serving water to their customers, unless water is specifically requested by the customer.
- E. Operation of outdoor misting systems used to cool public areas is prohibited.
- F. The filling of swimming pools, fountains, spas, or other exterior water features is prohibited.
- G. The washing of automobiles, trucks, trailers, and other types of mobile equipment is prohibited, except at facilities equipped with wash water recirculation systems, and for vehicles requiring frequent washing to protect public health, safety, and welfare.

309.006. VARIANCES. The City Clerk or their designee, is authorized to grant variances to this Section 9 of Chapter 3, where strict application of its provisions would result in serious hardship to a customer. A variance may be granted only for reasons involving health or safety. An applicant may appeal the denial of a variance within five (5) days of the decision by submitting a written appeal to the City Clerk. The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final.

309.007. VIOLATION.

- A. Violations shall be determined and cited by the City Clerk or his/her designee. A violator may appeal the citation within five (5) days of its issuance by submitting a written appeal to the City. The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final. Violators may be granted an administrative waiver if evidence is provided that equipment failure was the cause of the violation. A letter from a qualified vendor or equipment invoice will be required to show proof of equipment failure.
- B. Upon discovery of a first violation, the violator shall be issued, either personally or by mail, a warning letter that sets forth the violation and which shall describe the remedy and fines for future violations.
- C. Upon subsequent violations at the same location, the violator shall be issued, either personally or by mail, a citation that sets forth the violation and shall describe the remedy. Fines shall be added to the monthly water bill of the owner or current occupant of the premises where the violation occurred. The imposition of the fine shall in no way limit the right of the City to pursue other legal remedies.

309.008. ENFORCEMENT. The City Clerk or his/her designee is authorized to designate city employees or law enforcement personnel to enforce the provisions of this Section 9 of Chapter 3.

309.009. SEVERABILITY. If any provision of this Section 9 of Chapter 3 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 Section 9 of Chapter 3 and the application of this Section 9 of Chapter 3 to any other situation shall not be invalidated.

SECTION 2. EFFECTIVE DATE. The effective date of this Ordinance shall be after its adoption and publication, according to law.

SECTION 3. REPEAL. To the extent any other Ordinance of the City of Winsted is inconsistent herewith, the same is repealed.

SECTION 4. SUMMARY APPROVED. The Council hereby determines that the text of the summary of this ordinance marked “Official Summary of Ordinance No. 0-18-08” and a copy of which is attached to this ordinance, clearly informs the public of the intent and effect of this ordinance. The Council further determines that publication of the title and this summary will clearly inform the public of the intent and the effect of this ordinance. The Clerk shall file a copy of this ordinance and the summary in the Clerk’s office which shall be available for inspection by any person during regular office hours.

ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WINSTED, MINNESOTA, THIS 2nd DAY OF OCTOBER, 2018.

Steve Stotko, Mayor

Attest:

Raquel Kirchoff, City Clerk-Treasurer

OFFICIAL SUMMARY OF ORDINANCE O-18-08

THE INTENT AND EFFECT OF THIS ORDINANCE IS TO AMEND THE MUNICIPAL CODE OF THE CITY OF WINSTED BY THE ADDITION OF TERMS AND CONDITIONS REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBDIVISIONS 1 & 2.

PUBLICATION OF A SUMMARY (PURSUANT TO MINN. STAT. §§ 412.191, SUBD. 4 AND 331A.01, SUBD. 10) TO AMEND SECTION 9 OF CHAPTER 3 OF THE MUNICIPAL CODE OF THE CITY OF WINSTED REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBDIVISIONS 1 & 2.

The following is the official summary of Ordinance No. O-18-08, which was passed by the City Council on October 2, 2018.

Ordinance No. O-18-08 allows for the amendment of Chapter 3 of the Municipal Code of the City of Winsted by the addition of Section 9 which regulates nonessential water usage upon critical water deficiency as authorized by Minn. Stat. § 103G.291. Said additional Section 9 of Chapter 3 requires the City of Winsted to abide by terms and conditions pursuant to the order of the Governor of the State of Minnesota which is authorized by said Minn. Stat. § 103G.291, as follows:

309.000. This Section is an addition to the Municipal Code of the City of Winsted which allows and requires the City of Winsted to act pursuant to any order of the Governor in such circumstances where said Governor is authorized to act in limiting water usage in certain water deficiency circumstances as stated in Minn. Stat. § 103G.291.

The full text of Ordinance O-18-08 is available for inspection during regular office hours at the following locations: The office of City Clerk-Treasurer and the City's website.