CITY COUNCIL – WORK SESSION AGENDA
Tuesday, May 7, 2019
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. Park Improvement Projects*
III. 5:15 p.m. Recreational Vehicle Parking and Blight*
IV. 5:30 p.m. Comprehensive Plan Update*
V. 5:45 p.m. Other*
VI. 5:55 p.m. Adjourn

* Denotes no supporting information included in the packet.
CITY COUNCIL – MEETING AGENDA  
Tuesday, May 7, 2019 – 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 – Mr. Robert Cripps, Part-Time Police Officer*
   c) Years of Service Recognition*
      Amanda Zeidler, Deputy City Clerk, Ten (10) Years of Service

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 New Business.
   a) Approval of Minutes
      Approve the minutes of the following:
      - City Council Regular Meeting – February 5, 2019
      - City Council Work Session – February 19, 2019
      - City Council Regular Meeting – February 19, 2019
      - City Council Work Session – March 5, 2019
      - Airport Commission Meeting – January 28, 2019
      - Economic Development Authority Meeting – March 21, 2019
   b) Resolution R-19-14 – Winsted Municipal Airport Maintenance and Operation Grant Contract
      Adopt Resolution R-19-14, authorizing the Mayor and City Clerk-Treasurer to execute the Airport Maintenance and Operation Grant Contract, Number 1033570, with the Minnesota Department of Transportation Office of Aeronautics, for maintenance and operation activities at the Winsted Municipal Airport for State Fiscal Year 2020 and State Fiscal Year 2021.
   c) Pipeline Easement Agreements – Northern Natural Gas Company
      Authorize the Mayor and City Clerk-Treasurer to execute Pipeline Easement Agreements with Northern Natural Gas Company (NNG) for Line A (westerly) and Line B (easterly) for the NNG pipeline relocation at the Winsted Municipal Airport.
d) **Winsted Municipal Airport Land Lease Agreement Termination – Hangar Number Nineteen (19)**

Terminate the Land Lease Agreement between the City of Winsted and Mr. Mark Winslow for hangar number nineteen (19) at the Winsted Municipal Airport.

e) **Winsted Municipal Airport Land Lease Agreement – Hangar Number Nineteen (19)**

Approve the Land Lease Agreement between the City of Winsted and Mr. Randy M. Stodola and Mr. David Carmein, for hangar number nineteen (19) at the Winsted Municipal Airport, based upon the successful submission of all required documents and fees to the City of Winsted.

f) **Winsted Municipal Airport Land Lease Agreement Termination – Hangar Number Twenty-Four (24)**

Terminate the Land Lease Agreement between the City of Winsted and Mr. David Millerbernd for hangar number twenty-four (24) at the Winsted Municipal Airport.

g) **Winsted Municipal Airport Land Lease Agreement – Hangar Number Nineteen (24)**

Approve the Land Lease Agreement between the City of Winsted and Mr. Vincent K. Burnhart, for hangar number twenty-four (24) at the Winsted Municipal Airport, based upon the successful submission of all required documents and fees to the City of Winsted.

h) **One (1) to Four (4) Day Temporary On-Sale Liquor License – Adult Training and Habilitation Center**

Approve a one (1) to four (4) day temporary On-Sale Liquor License for Adult Training and Habilitation Center for the Winsted Beer Festival event on Saturday, September 14, 2019 at the Winstock Country Music Festival Grounds, 230th Street, Winsted, Minnesota.

i) **Resolution R-19-15 – Winsted American Legion Post #407 Contribution**

Adopt Resolution R-19-15 accepting a contribution from the Winsted American Legion Post #407 in the amount of $20,000.00 to be dedicated toward the construction of the Winsted Veterans Memorial in Hainlin Park.

j) **Resolution R-19-16 – Winsted Holding Activities That Unite People (WHAT UP) Contribution**

Adopt Resolution R-19-16 accepting a contribution from the Winsted Area Chamber of Commerce in the amount of $300.00 to be dedicated toward the Winsted Holding Activities that Unite People (WHAT UP) organization.

k) **Resolution R-19-17 – Winsted Volunteer Fire Department Relief Association Contribution**

Adopt Resolution R-19-17 accepting a contribution from the Winsted Volunteer Fire Department Relief Association in the amount of $241.90 to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund.

l) **Resolution R-19-18 – Winsted Volunteer Fire Department Relief Association Contribution**

Adopt Resolution R-19-18 accepting a contribution from the Winsted Volunteer Fire Department Relief Association in the amount of $4,197.65 to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund.
m) Claims
Approve the claims list for May 7, 2019.

3) PUBLIC HEARINGS

4) OLD BUSINESS

5) NEW BUSINESS

a) Business Beautification Forgivable Loan Program
Consider a motion to approve the Business Beautification Forgivable Loan Program and authorize the City Administrator to begin accepting applications on June 3, 2019.

b) Commercial Operator Fee and Agreement – Skydive Twin Cities West, LLC
Consider a motion to authorize the City Administrator to execute a Commercial Operation Agreement with Skydive Twin Cities West, LLC to operate a skydiving business and related activities at the Winsted Municipal Airport.

c) Resolution R-19-19 – Winsted Summer Festival
Consider a motion to adopt Resolution R-19-19, recognizing the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce; and authorize the Mayor and City Clerk-Treasurer to execute an agreement between the City of Winsted and the Winsted Area Chamber of Commerce for the use of city property, services and equipment provided for the 2019 Winsted Summer Festival.

6) DEPARTMENT REPORT

a) PeopleService, Incorporated*

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) CITY ADMINISTRATOR UPDATE AND ANNOUNCEMENTS*

9) ADJOURN

* Denotes no supporting information included in the packet.
City of Winsted
City Council Meeting
Council Chambers
Tuesday February 5, 2019
6:00 p.m.

Present: Mayor Steve Stotko
Council Member Patty Fitzgerald – Arrived at 6:05 p.m.
Council Member Mike Henrich
Council Member Bonnie Quast

Absent: Council Member Tom Ollig

Staff Present: Mr. Adam Birkholz, City Administrator
Ms. Raquel Kirchoff, City Clerk-Treasurer
Mr. Justin Heldt, Winsted Police Department Chief
Mr. Tyler Bruns, Winsted Police Officer

1) Mayor Stotko called the meeting to order at 6:00 p.m.
   a) The Pledge of Allegiance was taken.
   b) Oath of Office – Winsted Police Officer, Andrew Traeger

      Mayor Steve Stotko administered the Oath of Office to Mr. Andrew Traeger, Winsted Police Officer.

2) CONSENT AGENDA
   a) Approval of Minutes

      Approved the minutes of the following:
      ▪ City Council Work Session – October 16, 2018
      ▪ City Council Regular Meeting – November 7, 2018
      ▪ City Council Regular Meeting – November 20, 2018
      ▪ Airport Commission Meeting – February 27, 2018
      ▪ Airport Commission Work Session – April 30, 2018
      ▪ Airport Commission Work Session – August 27, 2018
      ▪ Airport Commission Meeting – December 17, 2018

   b) Resolution R-19-03 – Authorizing Transfer of Funds

      Adopted Resolution R-19-03, authorizing a transfer of $107,005.60 from Fund 408 - Revolving Loan Fund to Fund 407 – Economic Development Authority (EDA), to be assigned for EDA related activities and programs.

   c) Resolution R-19-04 - Website Policy

      Adopted Resolution R-19-04, adopting a Website Policy for the City of Winsted.

   d) Purchasing Policy Amendments

      Adopted the amended City of Winsted Purchasing Policy, as presented.

   e) Managed Service Agreement Addendum – Computer Integration Technologies (CIT)

      Authorized the City Administrator to execute an Addendum to the Managed Service Agreement with Computer Integration Technologies (CIT) to provide additional Information Technology Services for the City of Winsted for a cost not to exceed $1,370.00 per month.

   f) Application to Conduct Excluded Bingo – Winsted Lions

      Approved an Application to Conduct Excluded Bingo submitted by the Winsted Lions, with no waiting period, to conduct an event on Tuesday, March 26, 2019, at the Blue Note Ballroom, 320
3rd Street South, Winsted, Minnesota, contingent upon the Winsted Lions providing all necessary documentation to the State of Minnesota Gambling Control Board.

g) **Application for Exempt Gambling Permit – Ducks Unlimited**

Approved an Application for Exempt Gambling permit submitted by Ducks Unlimited, with no waiting period, to hold a raffle on April 8, 2019, at the Blue Note Ballroom, 320 3rd Street South, Winsted, Minnesota, contingent upon Ducks Unlimited providing all necessary documentation to the State of Minnesota Gambling Control Board.

h) **Claims**

Approved the claims list for February 5, 2019.

Council Member Quast motioned to adopt the Consent Agenda as presented. Council Member Henrich seconded the motion. Motion carried 3-0.

3) No Public Hearings

4) No Old Business

5) New Business

a) **Proposal for Consultation Services – Kodet Architectural Group, Ltd.**

Mr. Adam Birkholz, City Administrator, stated that one of the City Council’s 2019 goals is to increase Senior Housing opportunities in Winsted. The City Council and Economic Development Authority (EDA) have been working toward a potential Senior Housing development. Kodet Architectural Group has provided a proposal for $8,750 to collect the fee proposals to continue with next steps toward the project, which include environmental survey work, geotechnical reports, etcetera. Kodet Architectural will not complete the work; just collect proposals to do the work.

Council Member Henrich motioned to authorize the City Administrator to execute a proposal with Kodet Architectural Group, Ltd., to assist in collecting fee proposals for environmental services, geotechnical investigation, surveying, and coordination of the environmental grant submission at a cost not to exceed $9,000. Council Member Quast seconded the motion. Motion carried 4-0.

b) **Recommended 2019 City Council Priorities.**

Mr. Birkholz stated that the City Council conducted its Annual Goal Setting Retreat on January 16, 2019. At this retreat the City Council reviewed numerous projects to establish priorities using the following guidelines:

- Must be accomplished within a one year time period.
- Must be consistent with the adopted position of the City Council.
- Must be under the direct control or influence of the City Council or City Staff
- Implemented through a rank choice ballot of the City Council

Mr. Birkholz stated that twelve (12) priorities were determined as follow:

- Continue design and begin construction of the Runway Improvement Project for the Winsted Municipal Airport.
- Consider programs and strategies to encourage the development of senior housing within the City of Winsted.
- Complete the Winsted Volunteer Fire Department Strategic Operations Plan, and begin implementation of the various recommendations, including new service agreements with area townships.
- Continue development of County State Aid Highway (CSAH) 5 Extension Project.
- Develop an Infrastructure Maintenance and Management Plan for the Public Works Department
- Update the City of Winsted Comprehensive Plan. Include the Park System Master Plan, Sidewalks and Trails Plan, Pavement Management Plan, etcetera.
- Develop funding strategies and plan for storm water retention pond maintenance.
- Update the 2010 Pavement Management Plan for the City of Winsted.
- Continue development of the Industrial Park Expansion.
Complete engineering and design for the McLeod Avenue Reconstruction Project in conjunction with the acceptance of the Local Roads Improvement Program (LRIP) grant
Develop a plan and funding strategy to renovate light poles adjacent to McLeod County Road 1
Remediate the blight and dilapidated structures at 121 Baker Avenue East.

Council Member Fitzgerald motioned to adopt the Recommended 2019 City Council Priorities for the City of Winsted. Council Member Quast seconded the motion. Motion carried 4-0.

c) McLeod Avenue Feasibility Study

Mr. Birkholz stated that one of the 2019 City Council priorities is to complete the engineering design for the McLeod Avenue reconstruction project. Mr. Birkholz stated that the City may accept an LRIP grant in the amount of $750,000, but must be sponsored by McLeod County for the project to accept the grant. City staff is requesting authorization to allow Bolton and Menk, Incorporated to work with McLeod County to develop an inter-agency agreement to identify the roles of the City and McLeod County for the project.

Mr. Birkholz stated that a feasibility study has been completed in the past, but needs to be updated. Mr. Birkholz stated that a public hearing must be held regarding the project. Bolton and Menk Incorporated's estimated cost to update the feasibility study, revise the assessment roll, conduct a public hearing, and coordinate with McLeod County is $5,000.

Mr. Jake Saulsbury, Bolton and Menk, Incorporated, stated that if the City Council decides to proceed with the project, construction would occur in the year 2020.

Mr. Birkholz stated that the project timeline was included in the City Council Meeting materials.

Council Member Quast motioned to authorize Bolton and Menk, Incorporated, to update the McLeod Avenue Feasibility Study for the purpose of accepting a Local Road Improvement Program (LRIP) grant from the State of Minnesota for the McLeod Avenue Improvements Project. Council Member Fitzgerald seconded the motion. Motion carried 4-0.

6) Department Report

a) City Engineer

Mr. Saulsbury stated that the last time he provided an engineering report to the City Council was in August, 2019. Mr. Saulsbury reviewed the following information.

**Airport Items:**
- The reimbursement agreement and subordination agreement for utility easements between Northern Natural Gas (NNG), the Federal Aviation Association (FAA) and the City have been executed. The completion date of the NNG work was modified to better align with the turf runway rehabilitation project schedule.
- The turf runway rehabilitation project was recently discussed with the Airport Commission and hangar owners at an open house.
- The turf runway rehabilitation project final design is nearly complete. This project is covered with a grant that is 90% FAA, 5% Minnesota Department of Transportation (MnDOT), and 5% City. Authorization to advertise for bids will occur at an upcoming City Council meeting.
- The tentative project schedule calls for the construction and runway closure to occur from September 2019 to July 2020.
- Grant, approval, and coordination items are ongoing to repair the airport fueling system. The grant is anticipated to be 75% MnDOT and 25% City.

**Wastewater Treatment Facility (WWTF):**
- The construction of the upgrade project is substantially complete and over 95% of the contract amount has been paid. All portions of the upgraded plant went online with the new discharge location in early December, 2018.
• Recently completed work includes miscellaneous electrical and finishing work.
• Remaining work includes site/turf restoration, painting, and miscellaneous punch list work. This work will occur in Spring, 2019.
• Point Source Implementation Grant reimbursement requests have been completed and submitted to the Public Facilities Authority. To date we have requested approximately $4.14 million of the $4.21 million available in grant proceeds for the City.

**Lift Station Improvements:**
• This project was authorized as a change order to the WWTF Improvements project. The project scope includes replacement of the Northgate lift station, completion of valving and pump upgrades to the Littfin lift station, and installation of generators at the Northgate and Westgate lift stations.
• Northgate – The new lift station has been installed and the generator has been set. Xcel Energy is working to provide electrical service. Start-up will occur in the spring. Miscellaneous sitework and the adjacent property driveways also need to be completed in the spring.
• Littfin – Pumping and valving work has been completed. Minor restoration items will occur in the spring.
• Westgate – The sitework has been completed and the generator has been set. Start-up will occur in the spring after the gas service is installed.

**Water Tower Rehabilitation Project**
• The project included replacement of the interior and exterior coatings along with miscellaneous piping, insulation, climbing system, and structural repairs. It also included the addition of a recirculation pump to address freezing issues.
• Telecom facilities were temporarily relocated to a temporary pole near the tower. AT&T facilities have been placed back on the tower roof and T-Mobile will soon be re-installing onto the tower pedestal. Alpha wireless will be re-installing the emergency telecom equipment just prior to the T-Mobile install.
• Minor coating touch-up work will need to occur in the spring due to the reinstallation of the telecom equipment.
• A low interest loan from the Public Facilities Authority was obtained for this project. One final disbursement request will be submitted this winter.

**CSAH 5 Corridor Study**
• A corridor study was completed for the future corridor of CSAH 5 between CSAH 1 and CSAH 9. Alignment, traffic, stormwater, and utility items were all evaluated.
• The recommended future corridor consists of the existing local roadway of Industrial Drive, continues east along the north side of the City’s industrial park and WWTF, and then curves to the north to intersect with CSAH 9 at a right angle.
• An Open House was held in November, 2018. Final comments on the plan were collected and implemented. The final report was submitted on January 25, 2019.
• Discussions will occur with McLeod County about possibly moving on to next steps (topographic survey, wetland delineations/permitting, preliminary design, and right-of-way acquisition).

**Miscellaneous. Items:**
• Water Supply Plan – The City is required by the Department of Natural Resources (DNR) to update its plan every 10 years. The City’s plan was updated and submitted in October, 2018. After review and approval by the Department of Natural Resources (DNR), the City Council will need to adopt the plan.
• Cured in Place Piping (CIPP) Sewer Lining – One segment was found to be in poor shape and was lined in 2018. Recommendations on future lining projects were completed and forwarded.
• Industrial Blvd Improvements – Construction was completed in the fall of 2018. A Public Hearing was held and the project has been closed out.
• Telecom Upgrades – Both telecom providers (AT&T and T-Mobile) have completed upgrades as part of the recent tower rehabilitation project and have plans for additional improvements. Review and coordination items with both companies are ongoing.

Mayor Stotko requested information about an Open House at the WWTF.
Mr. Saulsbury stated that an Open House is planned at some point in the future where residents will receive information on why the project had to be completed.

Mayor Stotko stated that the Open House will be a great opportunity for residents to see a $6 million project, and it will be explained why the City was forced to upgrade the system.

Council Member Fitzgerald asked for an update regarding Winsted Lake.

Mr. Saulsbury stated that a lake water quality study was completed. The City and McLeod County are in the process of reviewing potential grant dollars for work on what is polluting the lake.

Mr. Saulsbury stated that McLeod County will not be completing their local water management plan. McLeod County has requested a waiver from the State of Minnesota. Mr. Saulsbury stated that McLeod County will have to complete a Watershed One Plan where they will work with other watersheds of the south fork of the Crow River.

Mr. Birkholz stated that City staff may contact McLeod County to let them know that the City is interested in being involved in the discussions.

**7) No Open Forum**

**8) City Administrator Updates and Announcements**

a) **Park and Planning Commission Meetings - Monday, February 11, 2019**

Mr. Birkholz stated that that Park Commission will meet on February 11, 2019 and will review the 2019 City Council Goals.

Mr. Birkholz stated that the Planning Commission will also meet that day and discuss the update to the City’s Comprehensive Plan and also review the City’s Land Use Plan.

b) **League of Minnesota Cities Insurance Trust (LMCIT) Meeting**

Mr. Birkholz stated that City staff met with the LMCIT to review information that may help lower Worker’s Compensation claims. Compliance with the Americans with Disability Act (ADA) was also discussed.

**9) Adjourn**

Council Member Quast motioned to adjourn the meeting. Council Member Fitzgerald seconded the motion. Motion carried 4-0.

The meeting was adjourned at 6:30 p.m.

______________________________________________________________________________

Steve Stotko  
Mayor  
City of Winsted

ATTEST:

______________________________________________________________________________

Raquel Kirchoff  
City Clerk-Treasurer  
City of Winsted
Mayor Stotko called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was taken.

2) Consent Agenda

Mayor Stotko read the Consent Agenda.

a) Approval of Minutes
   - City Council Work Session – November 7, 2018
   - City Council Work Session – November 20, 2018
   - City Council Regular Meeting – December 4, 2018
   - Planning Commission Meeting – December 10, 2018

b) Resolution R-19-05 – Minnesota Department of Transportation, Office of Aeronautics State Grant Agreement

   Adopted Resolution R-19-05, authorizing the Mayor and City Administrator to execute a Grant Agreement with the Minnesota Department of Transportation, Office of Aeronautics to fund a Fuel System Repairs Project at the Winsted Municipal Airport.

c) Resolution R-19-06 – Winsted Volunteer Fire Department Relief Association – Donation

   Adopted Resolution R-19-06 to accept a donation for the Winsted Volunteer Fire Department in the amount of $20.00 to be dedicated toward the Winsted Volunteer Fire Department Operations Fund.

d) Winsted Public Library – Amendment to Lease Agreement – 330 Central, LLC

   Authorized the City Administrator to execute an Amendment to Lease Agreement with 330 Central, LLC for the Winsted Public Library property located at 180 Main Avenue West in Winsted, Minnesota.

e) Preventative Maintenance Agreement – Advanced Power Services, Incorporated

   Authorized the City Administrator to execute a one-year Preventative Maintenance Agreement with Advanced Power Services, Incorporated to provide preventative maintenance services for the natural gas generator located at the Winsted Fire Station, for a cost not to exceed $400.00.

f) Purchase Authorization – Computer Hardware and Software

   Authorized the City Administrator to approve sales quotes with Computer Integration Technology, Incorporated (CIT) for the purchase of two (2) laptops and associated software, for a cost not to exceed $3,000.00.

g) 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 January, 2019.

h) Building Permit Report – January, 2019
Approved the Building Permit Report for the month of January, 2019.

i) Financial Report – December, 2018
Approved the financial report for the month of December, 2018.

j) Claims
Approved the claims list for February 19, 2019.

Council Member Ollig motioned to adopt the Consent Agenda as presented. Council Member Fitzgerald seconded the motion. Council Member Ollig abstained from voting on Item g. “Security Bank & Trust Company – Pledged Securities”. Motion carried 5-0.

3) No Public Hearings
4) No Old Business
5) New Business
   a) Recommendation for Bidding Runway 9/27 Reconstruction – Winsted Municipal Airport (10D)

   Mr. Adam Birkholz, City Administrator, stated that Mr. Ron Roetzel, Bolton and Menk, Incorporated was present to discuss moving forward with the authorization of the bids and the specifications for the turf runway reconstruction project. The project is scheduled for construction in fall of 2019. To stay on that timeline, the City Council must authorize the advertisement of bids at this meeting.

   Mr. Roetzel stated that if the City Council authorizes the advertisement of bids, the bid opening would be on March 20, 2019. The City Council will consider those bids at the April 2, 2019 City Council Meeting. At that time, the City Council will have a cost of the project, will discuss how the grant is structured for the project, and will decide whether to proceed.

   No questions or comments were received.

   Council Member Henrich motioned to approve plans and specifications and authorize Bolton and Menk, Incorporated, to advertise for bids for the Runway 9/27 Reconstruction Project at the Winsted Municipal Airport (10D). Council Member Quast seconded the motion. Motion carried 5-0.

   b) Recommended 2019 Legislative Platform

   Mr. Birkholz stated that during the January 16, 2019 Goal Setting Retreat, the City Council reviewed several proposed positions for the Recommended 2019 Legislative Platform for the Minnesota State Legislature session. These legislative positions are intended to advocate on the behalf of the City in a respectful manner. Based on the guidance during the retreat, City staff provided and recommended adoption of the following platform:

   Resolution R-19-07 - Support for unfunded mandate relief and local control.
   Resolution R-19-08 - Support for local government aid (LGA).
   Resolution R-19-09 - Support for transportation funding.

   Mr. Birkholz stated that the recommended 2019 Platform seeks to decrease City costs for various programs and projects while bringing forth the mission statement for the City of Winsted.

   Mr. Birkholz stated that Governor Walz issued his recommended budget plan for the Legislative Session which recommends an increase to LGA funding.

   Mr. Birkholz stated that if the City Council approves the 2019 Legislative platform, the resolutions will be forwarded to Representative Glen Gruenhagen, Senator Scott Neumann and Governor Tim Walz.

   Council Member Quast motioned to approve the 2019 Legislative Platform through the adoption of Resolutions R-19-07 through R-19-09. Council Member Fitzgerald seconded. Motion carried 5-0.

6) Organization Report
a) Howard Lake-Waverly-Winsted (HLWW) Schools
Ms. Amber Gunderson, Student Council President, HLWW High School, provided the following information regarding HLWW High School and the HLWW Student Council.

- Monthly activities have been implemented to involve the student body in different things.
- A new student lunch for people who transferred to HLWW High School was hosted by the Student Council in October, 2018.
- The Student Council planned the Homecoming coronation, pep fest, and activities during the week leading to homecoming.
- A place for students to provide compliments on post it notes was provided during homecoming week. The compliments were distributed at the end of the week, on student’s lockers.
- Snow Fest occurred during the week of February 11-15, 2019. There were eight (8) royalty candidates and the coronation and pep fest occurred on Friday, February 15, 2019.
- The Student Council has been focusing on student involvement. Surveys went to the student body and much feedback was provided.

The City Council Members thanked Ms. Gunderson for the report and invited the HLWW Student Council to hold one of their meetings in the Winsted Council Chambers.

7) Open Forum
a) Winter Parking
Mr. Justin Heldt, Winsted Police Chief, reminded the audience that winter parking bans are in effect and there is no parking on city streets between 2 a.m. – 6 a.m. If parking on streets is needed, contact the Winsted Police Department.

8) City Administrator Updates and Announcements
a) Request for Quotes (RFQ) – Industrial Park Expansion Area Farm Lease
Mr. Birkholz stated that the City will be soliciting for an Industrial Park Expansion area farm lease to remove hay from the land.

b) Police Garage Drain Repair
Mr. Birkholz stated that City staff is looking for quotes to repair the drains in the Police Garage that are leaking into the City’s Storage Room.

c) Pay Equity Report Compliance
Mr. Birkholz stated that the Pay Equity report was submitted and is in compliance with the Pay Equity Act.

d) Economic Development Authority (EDA) Meeting – February 21, 2019
Mr. Birkholz stated that the EDA will meet on Thursday, February 21, 2019 at 3:30 p.m. in the Lewis Room at City Hall. The Initial Demand Analysis for a Senior Housing development in Winsted will be reviewed, and the 121 Baker Avenue East property will be discussed.

9) Adjourn
Council Member Quast motioned to adjourn the meeting. Council Member Henrich seconded the motion. Motion carried 5-0.

The meeting was adjourned at 6:21 p.m.

Steve Stotko
Mayor
City of Winsted

ATTEST:
Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted
I. Call to Order

Mayor Stotko called the Work Session to order at 5:00 p.m.

II. Winsted Volunteer Fire Department Relief Association (WVFDRA) Pension Request

Mr. Adam Birkholz, City Administrator, stated that the WVFDRA is requesting an amendment to the bylaws to increase the pension amount paid to WVFD members. Currently the bylaws state that members receive $1,500 per year of service. The proposed amendment increases the amount to $2,200 per year of service. Mr. Birkholz stated that this item was discussed at the February 5, 2019 City Council Work Session, and WVFDRA members are present to further discuss the amendment.

Mr. Ryan Chatterton, former WVFDRA president, reviewed amendments to the bylaws not related to the pension increase to include the following:

- Organizing the bylaws with articles of the bylaws clearly stated at the beginning of a section.
- Duties of officers- allowing delegation of some of the President's duties to the Vice President and/or Committee Chairs
- Addition of a fund related to money specifically for fundraisers
- Grammatical error corrections
- The addition of a signature page documenting that a member received a copy of and understands the bylaws.

Mr. Chatterton reviewed the events that the WVFD holds for fund raising and the responsibility of members to volunteer for the events, find a replacement, or pay a fine if they do neither.

Mr. Birkholz stated that the Mayor and City Council are on the Board of Trustees for the WVFD Relief Association.

Mr. Birkholz stated that it is important to have the Schedule Form for Lump-Sum Pension Plans (Form SC-(Year)) for the WVFDRA completed as soon as possible so the most current information on what the investment fund can support for pensions is known. Mr. Birkholz stated that when the WVFDRA initially requested a pension increase, they were basing the increase from Form SC-16. Since then, the SC-17 was completed and the per year pension amount the fund could support decreased. The SC-18 is not yet complete which could affect the amount also.

Mr. Aaron Millerbernd, WVFDRA President, stated that the SC-18 will be completed earlier than past years.

Mr. Chatterton reviewed the balance of the investments and the cash on hand available for an immediate payout.

Mr. Chatterton stated that the WVFD membership has many younger members and many nearer to retirement age, with not a lot that are middle age. Mr. Chatterton reviewed the payout amount for five (5) members that could currently retire if they chose to.
Council Member Henrich stated that he feels the WVFDRA members deserve a pension increase; however if the WVFDRA fund cannot sustain the increase, the City then has to pay the difference. Once the per year pension amount is increased, it could not be lowered unless the WVFDRA voted for the change.

Council Member Henrich stated that if the five (5) people at retirement age retired, that payout would also affect the amount the fund could support for the remaining members. He continued by stating that the City Council’s decision on the per year of service amount should make sure that the younger members of the department are sustained also. Council Member Henrich stated that he does not want to have to lower the per year amount once it has been increased because he feels it would hurt morale of the department.

Council Member Fitzgerald asked if the increase applied to all years of service for members, or just from the point when the change was approved. Mr. Chatterton stated that the changed amount would apply to all years of service for a member.

Mr. Birkholz stated that some market analysis should be completed to determine how other Relief Associations are compensating members related to both pension pay out and pay per call.

Mr. Chatterton stated that the body of the members is working toward understanding the work that goes into the year end financials and the Form SC. Mr. Chatterton stated that the WVFDRA officers would talk with the membership and explain that the proposed increase to the pension amount may not be the right amount because of the decrease that occurred from the year 2016 to 2017.

Mr. Chatterton stated that work would be done over the next month to gather information regarding compensation to other fire departments.

Council Member Ollig stated that the message to relay to the department is that the City Council wants to raise the pension amount but wants to make sure that the fund can afford the raise, that the fund can sustain the raise, and that the City is looking at what other area departments are doing.

III. McLeod Avenue Reconstruction Project – Local Road Improvement Program (LRIP) Grant

Mr. Jake Saulsbury, Bolton and Menk, Incorporated, stated that the City Council needs to determine how if the LRIP grant should be allocated 100% to the City, or shared with the property owners to reduce the special assessments.

Mr. Saulsbury stated that the LRIP grant results in increased project costs due to the various LRIP grant requirements (state aid design requirements, environmental review, property declarations, wage rates, etcetera.). Therefore, it is recommended that a portion of the grant be used to lower the assessments.

Mr. Saulsbury reviewed the following four (4) options for the City Council to consider:

- **Option A** - 100% of the grant allocated to the City.
- **Option B** - Based on current project costs and City’s assessment methodology, the allocation would be 87% of the grant to the City and the remaining 13% of the grant to the assessments. This 13% figure equates to $97,500. The original estimated street assessment portion is $273,000. Therefore, the street assessments would be reduced to approximately two-thirds (2/3) of the estimated amount with no grant.
- **Option C** - Based on the City’s Assessment Policy, the City assesses 25% of the street costs to benefitting properties. This option mimics that split and allocates 75% of the grant to the City and 25% to the special assessments. This 25% figure equates to $187,500. The original estimated street assessment portion is $273,000. Therefore, the street assessments would be reduced to approximately one-third (1/3) of the estimated amount with no grant.
- **Option D** - This option simply places a maximum assessment of $3,000 on the single family residential properties and $6,000 on the other properties. Therefore, some properties receive more of a reduction than others, and seven (7) of the thirty-one (31) properties would receive no reduction at all. This results in a total assessment reduction of $167,000. However, these maximum amounts could be adjusted as the City Council sees fit.

The City Council Members discussed the options and recommended moving forward with Option B.

IV. Other
a) **Purchase Authorization – Computer Hardware and Software**

Mr. Birkholz stated that a request to purchase two computers is included on the February 19, 2019 City Council Consent Agenda. One is the Administrative Assistant’s computer because it no longer works; and after January 1, 2020, Microsoft will no longer support the Windows 7 computer. The other is an additional computer requested from the Winsted Volunteer Fire Department for the Secretary.

b) **Request for Quotes – Industrial Park Expansion Hay Removal**

Mr. Birkholz stated that a request for quotes to remove hay in the Industrial Park Expansion land will be solicited.

c) **Metal Trades Solutions – February 25, 2019**

Mr. Birkholz stated that the National Association of Manufacturers will visit Metal Trades Solutions on February 25, 2019. They will tour the business and have an informal round table discussion regarding manufacturing and how manufacturing is supported.

d) **Newspaper Advertisers Deposited onto Driveways**

Mayor Stotko stated that complaints have been received regarding newspaper advertisers clogging snow blowers because they are delivered onto the driveway. City Council Members encouraged City residents to contact the Hutchinson Leader or others that distribute the advertisers and inform them not to deposit advertisers onto the driveway.

V. **Adjourn**

Council Member Ollig motioned to adjourn the meeting. Council Member Fitzgerald seconded the motion. Motion carried 5-0. Meeting Adjourned at 5:47 p.m.

_______________________________________
Steve Stotko
Mayor
City of Winsted

ATTEST:

_______________________________
Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted
I. Call to Order

Mayor Stotko called the Work Session to order at 5:00 p.m.

II. Investments Update and Discussion

Mr. Adam Birkholz, City Administrator, stated that the City has approximately $145,000 of matured investments to reinvest. Mr. Birkholz stated that there is also a larger amount that will be matured and ready to reinvest in the year 2020.

Mr. Birkholz stated that he spoke with the City’s Financial Advisor, Mr. Shannon Sweeney, David Drown Associates, who stated that interest rates are low at this point. It is recommended that the City reinvest the $145,000 in a one year cd at approximately 2.5%. Interest rates will be reevaluated in one year to see if they are higher.

The City Council approved of moving forward with this recommendation. Mr. Birkholz stated that approval for this reinvestment would be requested at a City Council Meeting.

III. Commercial Operation Agreement – Skydive Twin Cities West, LLC

Mr. Birkholz stated that Skydive Twin Cities West, LLC notified the City that the skydiving agreement expired December 31, 2018.

Mr. Birkholz reviewed the most recent contract and stated that Sky Dive Twin Cities West, LLC has requested lower fees for the 2019 season due to them only operating on Saturdays and Sundays in Winsted, and due to the shorter season, likely May – August, 2019, because the runway will be closed due to the turf runway reconstruction project.

Mr. Birkholz stated that the commercial operators fee is established by resolution and a calculation of staff time related to skydiving at the airport.

Mr. Birkholz stated that Skydive Twin Cities West, LLC purchases their fuel from the Winsted Municipal Airport which brings in some revenue for the airport.

Council Member Ollig asked if complaints have been received regarding the business.

Mr. Glen Weibel, Airport Commission Member, stated that there have been complaints at times when they land on the runway. He asked that the agreement be referred to the Airport Commission for review.

Council Member Ollig stated that how the City charges the business is a City Council decision. The input the Airport Commission would provide is related to if there are any issues that need to be addressed with the company.

The City Council Members discussed prorating the drop zone fee and the commercial operator fee. At this point in time, they were comfortable with considering a proration to the drop zone fee. Mayor Stotko stated that staff time has reduced since Skydive Operator Mr. Joe Johnson has no longer
provided skydiving. The commercial operator fee was reduced at that time because there was less staff time involved after Mr. Johnson was finished.

Mr. Birkholz stated that he would contact Skydive Twin Cities West, LLC to further discuss the proposed agreement.

IV. Copier Lease – Winsted City Hall

Mr. Birkholz stated that City staff has been reviewing quotes for a new copier lease and recommends for the City to enter a lease with Minnesota Computer Systems, the City’s current copier provider.

Ms. Raquel Kirchoff, City Clerk-Treasurer, stated that the City has worked with Minnesota Computer Systems for the past two copier leases and has been satisfied with the service that Minnesota Computer Systems has provided.

Mr. Birkholz stated that the new lease will produce some cost savings and the electronic format of the City Council packets should produce some cost savings also.

V. Other

a) Police Department Garage Floor Drain Repair

Mr. Birkholz stated that the floor drains in the Police Department garage have been leaking into the City’s storage room. Quotes for the repair were received from Greystone Construction, who constructed the building in the years 2007-2008, and CC Contracting. City staff recommends moving forward with Greystone Construction; the low quote provider. Greystone Construction is a General Contractor that would not have to hire a plumber. It may also be a smoother process using the General Contractor that built the building.

Mr. Birkholz stated that Greystone Construction stated that the current leaking drains only had a ten (10) year life span; however, that seems unrealistic to him. Mr. Birkholz stated that CC Contracting thought that the current drains were installed incorrectly. Mr. Birkholz stated that the new drains are stainless steel and should last a long time.

The City Council Members asked if there was a warranty on the current leaking drains and on the new drains. Mr. Birkholz stated no for the current drains, but would check on the new drains.

The City Council Members preferred postponement of approving the repair until it was known if there was a warranty on the new drains.

b) New Home Construction Program

Mr. Birkholz stated that he has received multiple inquiries of interest in housing development within the City of Winsted. Mr. Birkholz stated that it may be due to the New Home Construction program that the City Council recently approved.

c) Minnesota Department of Transporation (MnDOT) Aeronautics – Winsted Municipal Airport Needs Meeting

Mr. Birkholz stated that he received notification from MnDOT Aeronautics that they would like to conduct a Needs Meeting for the Airport. The meeting would be to discuss a wide range of topics like the goals, vision, and future of the airport, needed assistance, etcetera. Those MnDOT Aeronautics has suggested attend would be the City Administrator, the City Council, Airport Consultants, Zoning Consultants, and the Airport Commission.

The City Council Members directed Mr. Birkholz to work with MnDOT Aeronautics to schedule the meeting to include those MnDOT Aeronautics recommend to attend.

VI. Adjourn

Council Member Ollig motioned to adjourn the meeting. Council Member Henrich seconded the motion. Motion carried 5-0.

The meeting adjourned at 5:39 p.m.
Steve Stotko
Mayor
City of Winsted

ATTEST:

Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted
City of Winsted  
Winsted Municipal Airport Commission Meeting  
Winsted City Hall – Lewis Room  
Monday, January 28, 2019  
5:00 p.m.

Airport Commission Members Present:  Mr. Jeff Campbell  
Mr. Rick Stodola  
Ms. Brenda Vetsch  
Mr. Glenn Weibel  
Mr. Steve Stotko (Council Liaison)

Airport Commission Members Absent:  Mr. Dave Hanus

Staff Present:  Mr. Adam Birkholz, City Administrator  
Ms. Amanda Zeidler, Deputy City Clerk

Also Present:  Mr. Ron Roetzel, Principal Aviation Engineer, Bolton & Menk, Inc.

1) Call the Meeting to Order

Mr. Jeff Campbell called the Winsted Municipal Airport Commission meeting to order at 5:05 p.m.

2) Approval of Minutes

Mr. Glenn Weibel motioned to approve the minutes of the following meetings:  
 Airport Commission Meeting – February 27, 2018  
 Airport Commission Work Session – April 30, 2018  
 Airport Commission Work Session – August 27, 2018  
 Airport Commission Meeting – December 17, 2018

Mr. Rick Stodola seconded the motion. Motion carried 4-0.

3) City Administrator Update and Announcements

Mr. Adam Birkholz, City Administrator, stated that he had received two (2) emails from hangar owners stating they are in favor of a turf runway, not paved. Mr. Birkholz commented that they may not have been able to attend the Airport Open House on January 14, 2019. Mr. Campbell stated that he had received an email regarding the runway design and funding mechanism from Mr. Steve Rosdahl, hangar owner.

4) No Public Hearings.

5) Old Business

a) Winsted Municipal Airport Project Updates

Mr. Ron Roetzel, Principal Aviation Engineer, Bolton & Menk, Incorporated (BMI), stated that the runway design and construction information for the Winsted Municipal Airport (Airport) is wrapping up and will be presented to the City Council at the February 5, 2019 City Council Meeting. He noted that the cost estimate for the project continues to be tweaked.

Mr. Roetzel commented that Northern Natural Gas (NNG) was planning to conduct their own topographic work for the relocation of the natural gas pipeline at the Airport. He stated that BMI was able to share previous topographic work with NNG to assist with the process. He noted that NNG has to solicit bids for their portion of the project, as well.

The members of the Airport Commission discussed the proposed cost for the hangar owners share of the runway reconstruction project. They discussed the logistics of a proposed fee and how it should be calculated. Mr. Birkholz noted that the funding mechanism is a little complicated because it should be considered as a fee, not an assessment.
Mr. Campbell reviewed comments received from Mr. Steve Rosdahl regarding runway design and the method of calculating the hangar owner share of the runway reconstruction project.

6) New Business

a) Additional Taxiway Concept

Mr. Roetzel reviewed information regarding an additional taxiway service that was requested during the Airport Open House on January 14, 2019, as well as comments received from the Federal Aviation Administration (FAA).

Mr. Roetzel presented an updated Airport Capital Improvement Plan (ACIP) document for the Winsted Municipal Airport, which is an FAA document that serves as the primary planning tool for identifying and prioritizing critical airport development and associated capital needs for the National Airspace System. He stated that the ACIP includes the following projects for Fiscal Year 2019:

1. Construct Turf runway 9/27 (3,200 feet X 120 feet with shoulders)
2. Lighting, Electrical Vault
3. Partial Taxiway

Mr. Weibel expressed concerns with the estimated cost of the partial taxiway. Mr. Roetzel confirmed that the cost of the lighting upgrade and partial taxiway were included with the cost estimates on the ACIP and added that the FAA did not want these costs combined with the cost of the turf runway construction. He stated that all of the new electrical equipment will be moved into a small, climate-controlled building that will be erected during the runway reconstruction project.

Mr. Roetzel stated that it will be difficult to justify the partial taxiway to the FAA, but it is not impossible. The partial taxiway will increase the cost of the project and change the hangar owners’ share of the project by adding an estimated $120 per hangar.

The Airport Commission Members were all in agreement to move forward with requesting a partial taxiway on the south side of the runway. Mr. Birkholz clarified that City staff is proposing the partial taxiway on the south side of the runway because the FAA will not allow for one on the east side, as requested at the Open House.

Mr. Weibel verified that a hard surface runway is out of the question. Mr. Roetzel confirmed that a hard surface or paved runway is not an option at this point.

Mr. Weibel motioned to make a recommendation to the City Council to proceed with the turf runway construction project as proposed with the additional taxiway concept, contingent upon the approval of the Federal Aviation Administration (FAA). Mr. Stodola seconded the motion. Motion carried 4-0.

b) Airport Fuel System Improvements Project – State Grant Application

Mr. Birkholz reported that City staff has submitted a grant request to the Minnesota Department of Transportation (MnDOT) Office of Aeronautics to procure funding to update the fuel pump at the Winsted Municipal Airport. He reviewed a quote from Zahl-Petroleum Maintenance Company to replace the complete fueling station, including the card reader, electronics, and hose reel.

Mr. Birkholz stated that he and Mr. Roetzel feel confident that MnDOT will approve the grant. He noted that once confirmation is received for the grant funding, City staff will share that information with the Airport Commission, as well as a potential project timeline. Mr. Roetzel added there is a fine line for the issuance of emergency funds from MnDOT, which will cover the cost of repairs, not improvements. If the project shifts from a repair to an improvement, the City will need to wait to apply for Fiscal Year 2020 funding.

City staff will review the project once correspondence is received from MnDOT to discuss the parameters of the grant.
7) Other Business

8) Adjournment

Ms. Brenda Vetsch made a motion to adjourn the meeting. Mr. Stodola seconded the motion. Motion carried 4-0. The meeting adjourned at 5:50 p.m.

Adam Birkholz,
City Administrator
City of Winsted

ATTEST:

Amanda Zeidler, MCMC
Deputy City Clerk
City of Winsted
City of Winsted  
Economic Development Authority  
Winsted City Hall – Lewis Room  
Thursday, March 21, 2019  
3:30 p.m.

Economic Development Authority Members Present: Ms. Leigha Bruns  
Mr. Cody Cuhel  
Ms. Nancy Fasching  
Ms. Patty Fitzgerald  
Mr. Robert Hamilton  
Mr. Tom Ollig  
Mr. Jacob Schlagel

City Staff Present: Mr. Adam Birkholz, City Administrator

Also Present: Mr. Jeffrey Vetsch, Southwest Initiative Foundation

1) Roll Call and Introductions

Mr. Tom Ollig, President, called the meeting of the Economic Development Authority (EDA) to order at 3:30 p.m.

2) Approval of Minutes

Mr. Cody Cuhel motioned to approve the minutes of the EDA Meetings held on January 17, 2019 and February 21, 2019. Mr. Robert Hamilton seconded the motion. Motion carried 7-0.

3) No Claims and Communications.

4) No Reports.

5) Old Business

a) Initial Demand Assessment for Senior Housing

Mr. Adam Birkholz, City Administrator, stated that based on the recommendation from the EDA and direction from the City Council, the results of the Initial Demand Assessment for Senior Housing have been relayed to approximately ten (10) potential developers. He noted that three (3) developers have expressed interest in the project. City staff will continue to communicate and schedule meetings with the interested developers with regard to the proposed project.

b) Senior Housing Project Update

Mr. Birkholz provided an update regarding the progress to date and communication that has taken place with the owner of one of the proposed sites to narrow down site acquisition costs and request approval to conduct environmental testing at the site.

The EDA had a brief discussion regarding an invoice received from Kodet Group for work done after the joint meeting with the City Council in December, 2018. City Staff had asked Kodet Group to meet and to provide a proposal for the preparation of the next steps and the environmental process of the senior housing project. Mr. Birkholz stated that the proposal has not been executed by the City and he asked the EDA to provide direction regarding payment of the invoice. He noted that he had been in communication with Kodet Group regarding the unexpected charges and stated that the cost had not been discussed or approved by the EDA or City Council. The EDA directed Mr. Birkholz to follow-up with Kodet to discuss the invoice and deny payment until the EDA and City Council approve an agreement or proposal to retain their services.
6) New Business

a) Community Foundation Affiliate Opportunity – Southwest Initiative Foundation

Ms. Nancy Fasching introduced her colleague, Mr. Jeffrey Vetsch, the Community Philanthropy Officer for the Southwest Initiative Foundation. Mr. Ollig explained that there are local residents and businesses that have expressed an interest in establishing a community foundation in the City of Winsted.

Mr. Vetsch briefly reviewed background information and statistics about the Southwest Initiative Foundation. He stated that the goal of his presentation is to share the broad parameters of what a community foundation can offer in the City of Winsted. He stated that a community foundation is a platform for people to give back to their community, do good things, and enhance things throughout the community that may not have the want or ability to be funded by tax dollars. Local foundations have an opportunity to get established as an organization under the umbrella of the Southwest Initiative Foundation, which is registered as a 501(C)(3) or charitable organization. Mr. Vetsch reviewed the benefits of working with the Southwest Initiative Foundation.

Mr. Vetsch reviewed a list of community foundations that have been established throughout their service area and described the different facets of a local community foundation, including:

- How a foundation is established
- How a foundation is funded
- How a foundation can fund local projects and endeavors
- Scope of funding and opportunities available
- Policies and procedures required to manage and protect the foundation
- Structure of a foundation board

Mr. Ollig asked what the next steps would be if there is enough interest generated to support a local community foundation. Mr. Vetsch challenged the EDA to raise the initial investment to show that there is real interest in establishing a community foundation. At that point, Mr. Vetsch would provide a full community presentation and layout the process and fundamentals of establishing the local foundation under the umbrella of the Southwest Initiative Foundation, including investments, board appointments and marketing. Mr. Vetsch also reviewed the fees involved if partnering with the Southwest Initiative Foundation.

The EDA discussed several ways the Winsted community can benefit from a local foundation as well as funding methods and opportunities available with the establishment of a foundation.

Mr. Ollig asked the members of the EDA to review the information provided. After reviewing the information, the EDA will further discuss the establishment of a local community foundation at the next regular EDA Meeting.

b) 121 Baker Avenue East – Phase I Environmental Site Assessment

Mr. Birkholz provided information and presented quotes for conducting a Phase I Environmental Assessment at 121 Baker Avenue East in Winsted.

Ms. Patty Fitzgerald made a motion to recommend the approval of a quote from Braun Intertec to conduct a Phase I Environmental Assessment at 121 Baker Avenue East in Winsted, Minnesota for a cost not to exceed $2,400.00. Ms. Leigha Bruns seconded the motion. Motion carried 7-0.

c) Forgivable Loan Policy Guidelines and Application

Mr. Birkholz reviewed revisions to the Forgivable Loan Policy Guidelines and Application based on discussion and direction provided at a previous EDA meeting. Mr. Birkholz noted that City staff will present the proposed guidelines and application to the City Council for approval at a City Council Meeting if a recommendation is made by the EDA. The program would be reestablished once approved. He stated that local businesses have expressed interest and the program would be funded by the EDA.
Mr. Ollig asked if there are any stipulations that limit the number of loans that can be issued. Mr. Birkholz stated that the guidelines are vague and do not limit one way or the other. The EDA directed Mr. Birkholz to provide clarification and language regarding monetary limitations that may exist with the program. The EDA also discussed developing deadlines and strategies for the selection process.

The EDA discussed adding parameters and criteria for home-based businesses versus commercial buildings. They also discussed conditions of eligibility for businesses who have outstanding loans that were issued through the Downtown Beautification Loan Program in prior years.

The EDA directed Mr. Ollig, Ms. Fasching and Mr. Birkholz to continue with the development of the Forgivable Loan Policy Guidelines and Application and present the updates at a future EDA meeting.

7) No Open Forum.

8) No Announcements.

9) Adjournment

Ms. Fitzgerald made a motion to adjourn the meeting. Ms. Fasching seconded the motion. Motion carried 7-0.

The meeting adjourned at 4:55 p.m. on Thursday, March 21, 2019.

__________________________________________
Tom Ollig,
Economic Development Authority President
City of Winsted

ATTEST:

__________________________________________
Amanda J. Zeidler, MCMC
Deputy City Clerk
City of Winsted
CITY OF WINSTED
RESOLUTION R-19-14

AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

It is resolved by the City of Winsted as follows:

1. That the state of Minnesota Contract Number 1033570, "Airport Maintenance and Operation Grant Contract," at the

   Winsted Municipal Airport is accepted.

2. That the ______________________ and ______________________ are
   (Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

   authorized to execute this Contract and any amendments on behalf of the

   City of Winsted.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF ______________________

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

__________________________________________
(Name of the Recipient)

at an authorized meeting held on the ____________ day of ______________________, 20____ as shown by the minutes of the meeting in my possession.

Signature: ____________________________
(Clerk or Equivalent)

CORPORATE SEAL
/OR/

________________________________________
NOTARY PUBLIC

My Commission Expires: ____________________________
STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A4306-MO20
State Project Number (S.P.): A4306-MO21

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Winsted acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2020 and State Fiscal Year 2021.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms
   1.1. Effective Date: This contract will be effective on July 1, 2019, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
   1.2. Expiration Date: This contract will expire on June 30, 2021.
   1.3. Survival of Terms: All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties
   2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
   2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be moved at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
   2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.
2.4. If the State contracts for the periodic paint striping of the Airport’s runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.

2.5. The Recipient will allow a representative of the State’s Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.

2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient’s Assurances

3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.

3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.

3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

5.1. Consideration. State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:

5.1.1. Basis. Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State’s Authorized Representative.

5.1.2. Telecommunication Amount. State has currently obligated $0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.

5.1.3. Maintenance and Operation Amount. State has currently obligated $8,461 in each State fiscal year to reimburse other eligible costs at 75%.

5.1.4. Total Obligation. The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed $16,922 (State fiscal years 2020 and 2021).

5.2. Payment.

5.2.1. Invoices. The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State’s Authorized Representative. The State’s Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:

- On or after October 1, and no later than November 15, for the period July 1 through September 30.
- On or after January 1, and no later than February 15, for the period October 1 through December 31.
- On or after April 1, and no later than May 15, for the period January 1 through March 31.
- On or after July 1, and no later than August 15, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

5.2.2. All Invoices Subject to Audit. All invoices are subject to audit, at State’s discretion.
5.2.3. **State’s Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient’s invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.

5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State’s total obligation is greater than $50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient’s expenditures. The State’s Authorized Representative will notify Recipient’s Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. **Conditions of Payment**

6.1. All services provided by Recipient under this contract must be performed to State’s satisfaction, as determined at the sole discretion of State’s Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport’s failure to pass periodic inspections by a representative of the State’s Office of Aeronautics.

7. **Authorized Representatives**

7.1. **State’s Authorized Representative.** State’s Authorized Representative will be:

- **Name/Title:** Jenny Bahneman, Grants Specialist
- **Address:** Office of Aeronautics, 222 East Plato Boulevard
- **Telephone:** (651) 234-7240
- **E-Mail:** jenny.bahneman@state.mn.us

State’s Authorized Representative or his/her successor, will monitor Recipient’s performance and has the authority to accept or reject the services provided under this contract. If the Recipient’s duties are performed in a satisfactory manner, the State’s Authorized Representative will accept each reimbursement request submitted for payment.

7.2. **Recipient’s Authorized Representative.** Recipient’s Authorized Representative will be:

- **Name/Title:** Adam Birkholz, City Administrator
- **Address:** Post Office Box 126, Winsted, MN 55395
- **Telephone:** (320) 485-2710
- **E-Mail:** adam.birkholz@winsted.mn.us

If Recipient’s Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. **Assignment, Amendments, Waiver and Contract Complete**
8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.

8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State’s right to subsequently enforce it.

8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.

9. **Indemnification**

9.1. In the performance of this contract by Recipient, or Recipient’s agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney’s fees incurred by State, to the extent caused by Recipient’s: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State’s sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State’s failure to fulfill its obligation pursuant to this contract.

10. **State Audits**

10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient’s books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. **Government Data Practices**

11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient’s response to the request must comply with applicable law.

12. **Workers’ Compensation**

12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. Recipient’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

13. **Governing Law, Jurisdiction and Venue**

13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Data Disclosure**

14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in
action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State’s receiving that notice.

15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. **Discrimination Prohibited by Minnesota Statutes §181.59**

16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. **Limitation.**

17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient’s consultants and contractors are not intended to be third party beneficiaries of this contract.
STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: ____________________________
Date: ____________________________

SWIFT Contract (SC) ID No. ________________
Purchase Order (PO) ID No. ________________

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: ____________________________
Title: ____________________________
Date: ____________________________

By: ____________________________
Title: ____________________________
Date: ____________________________

DEPARTMENT OF TRANSPORTATION

By: ____________________________
(with delegated authority)
Title: ____________________________
Date: ____________________________

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: ____________________________
Title: ____________________________
Date: ____________________________

MnDOT CONTRACT MANAGEMENT

By: ____________________________
Title: ____________________________
Date: ____________________________
For and in consideration of Ten and No/100 dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF WINSTED, a municipal corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as Grantor), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska 68103 (hereinafter referred to as Grantee), the right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove pipelines and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land seventy feet (70') in width situated in the County of McLeod and the State of Minnesota, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said easement across the adjacent property of Grantor for the purpose of surveying and clearing said easement of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipelines and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. Refer to the Subordination Agreement, dated August 2, 2018, which by reference incorporates all conditions described therein including conditions relating to access and notification by both Grantee and Grantor.

2. That during original construction of said pipelines or appurtenances, Grantee may utilize an additional strip of land not more than thirty feet (30') in width adjacent to Grantee's easement strip for temporary working space only. See Exhibit A.

3. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe during original construction to provide a minimum cover of thirty-six inches (36''), except in rock where a minimum cover of twenty-four inches (24'') will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before an existing agricultural fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all existing agricultural fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, landscaping, existing agricultural fences, buildings, or livestock as a result of the construction of Grantee's facilities.

4. That Grantor shall have the right to use and enjoy the surface of said easement for purposes which will not interfere with the use of said easement by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement,
landscaping, or obstruction, other than ordinary and usual agricultural fences, shall be placed within or upon said easement, and that there shall be no alteration of the ground surface or grade of said easement, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within said easement all trees, brush, undergrowth, landscaping, buildings, structures, improvements, residential fences or other obstructions, though Grantee has no obligation to do so, and, after said pipelines have been installed, Grantee shall not be liable for damages caused on said easement by keeping said easement clear of such trees, brush, undergrowth, landscaping, buildings, structure, improvements, residential fences and other obstructions in the exercise of its rights hereunder.

5. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

6. That the rights of the Grantee may be assigned in whole or in part.

7. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this _____ day of ______________, 20__.  

GRANTOR:

THE CITY OF WINSTED  
By ____________________________  
Steve Stotko, Its Mayor

By ____________________________  
Raquel Kirchoff, Its City Clerk-Treasurer
STATE OF MINNESOTA  )
                    )SS
COUNTY OF MCLEOD    )

The foregoing instrument was acknowledged before me this _____ day of _____________.
20____, by Steven Stotko, Mayor, of The City of Winsted, Minnesota.

(S E A L)

Notary Public
My Commission Expires___________

STATE OF MINNESOTA  )
                    )SS
COUNTY OF MCLEOD    )

The foregoing instrument was acknowledged before me this _____ day of _____________.
20____, by Raquel Kirchoff, City Clerk-Treasurer, The City of Winsted, Minnesota.

(S E A L)

Notary Public
My Commission Expires___________

Prepared by:
Right-of-Way Department
Northern Natural Gas Company
P. O. Box 3330
Omaha, Nebraska 68103-0330
PROPOSED EASEMENT DESCRIPTION:

A 70.00 foot wide perpetual easement for utility purposes over, under and across that part of the south 400.00 feet of the North Half of the Southwest Quarter of Section 10, Township 117 North, Range 27 West of the 5th Principal Meridian, McLeod County, Minnesota. Said perpetual easement being 35.00 feet on each side of the hereinafter described "Line A".

Together with a temporary easement for construction purposes over, under and across that part of said south 400.00 feet of the North Half of the Southwest Quarter lying between a line 35.00 feet to the left and a line 65.00 feet to the left of the hereinafter described "Line A".

Said temporary easement shall expire on December 31, 2020.

The sidelines of said perpetual and temporary easements are prolonged or shortened to terminate on the north and south lines of said south 400.00 feet of the North Half of the Southwest Quarter.

"Line A"

Commencing at the northwest corner of said North Half of the Southwest Quarter; thence on an assumed bearing of North 89 degrees 43 minutes 18 seconds East along the north line of said North Half of the Southwest Quarter, a distance of 1166.37 feet; thence South 15 degrees 29 minutes 30 seconds East, a distance of 955.23 feet to the north line of said south 400.00 feet of the North Half of the Southwest Quarter, and the point of beginning of the "Line A" to be described; thence continuing South 15 degrees 29 minutes 30 seconds East, a distance of 36.30 feet to the intersection with a line lying 35.00 feet southerly of and parallel with the north line of said south 400.00 feet of the North Half of the Southwest Quarter; thence South 89 degrees 51 minutes 46 seconds West along said parallel line, a distance of 1197.78 feet; thence South 00 degrees 08 minutes 14 seconds East, a distance of 330.00 feet to the intersection with a line lying 35.00 feet northerly of and parallel with the south line of said south 400.00 feet of the North Half of the Southwest Quarter; thence North 89 degrees 51 minutes 46 seconds East along the last described parallel line, a distance of 1189.81 feet; thence South 00 degrees 08 minutes 14 seconds West, a distance of 330.00 feet to the intersection with a line lying 35.00 feet southerly of and parallel with the north line of said north 400.00 feet of the North Half of the Southwest Quarter, and said "Line A" there terminating.

SURVEYOR'S NOTES:

1. The field work was completed on March 28, 2018

2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Eric R. Wilfahrt
License Number 46466
REvised: TEMP. EASE. EXP. 3/12/2019

©Bolton & Menk, Inc. 2019, All Rights Reserved

BOLTON & MENK

EASEMENT EXHIBIT
WINSTED AIRPORT, MCELod COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNsville, MINNESOTA 55337
(952) 890-0509

JOB NUMBER: T51.115687
FIELD BOOK: C3D

ERW

WINSTED MUNICIPAL AIRPORT
MCLEOD COUNTY, MINNESOTA

FILE NO. 5204
S10-T117-R27-31.32

©Bolton & Menk, Inc. 2019, All Rights Reserved

EASEMENT EXHIBIT
WINSTED AIRPORT, MCELod COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNsville, MINNESOTA 55337
(952) 890-0509

JOB NUMBER: T51.115687
FIELD BOOK: C3D

ERW

WINSTED MUNICIPAL AIRPORT
MCLEOD COUNTY, MINNESOTA

FILE NO. 5204
S10-T117-R27-31.32
LEGEND

SOIL BORING
LIGHT POLE
POST
MARKER GAS
STUMP
GAS UNDERGROUND
BARB WIRE FENCE LINE
BUSH LINE
EDGE OF TREES

PROPOSED PERP. UTILITY EASEMENT (195,223 SQ. FT.)
PROPOSED TEMP. CONST. EASEMENT (84,220 SQ. FT.)

SCALE IN FEET
0 200 400

EASEMENT EXHIBIT
WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

©Bolton & Menk, Inc. 2019, All Rights Reserved

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:

©Bolton & Menk, Inc. 2019, All Rights Reserved

WINSTED AIRPORT, MCLEOD COUNTY, MINNESOTA

12224 NICOLLET AVENUE
BURNVILLE, MINNESOTA 55337
(952) 890-0509

FILE NO. 5204
S10-T117-R27-31.32

H:\WSTD\T5114177\CAD\C3D\SDB114177

JOB NUMBER: T51.115687
FIELD BOOK:

FOR:
PIPELINE EASEMENT

For and in consideration of Ten and No/100 dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF WINSTED, a municipal corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as Grantor), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska 68103 (hereinafter referred to as Grantee), the right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove pipelines and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land seventy feet (70') in width situated in the County of McLeod and the State of Minnesota, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said easement across the adjacent property of Grantor for the purpose of surveying and clearing said easement of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipelines and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. Refer to the Subordination Agreement, dated August 2, 2018, which by reference incorporates all conditions described therein including conditions relating to access and notification by both Grantee and Grantor.

2. That during original construction of said pipelines or appurtenances, Grantee may utilize an additional strip of land not more than thirty feet (30') in width adjacent to Grantee's easement strip for temporary working space only. See Exhibit A.

3. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe during original construction to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before an existing agricultural fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all existing agricultural fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, landscaping, existing agricultural fences, buildings, or livestock as a result of the construction of Grantee's facilities.

4. That Grantor shall have the right to use and enjoy the surface of said easement for purposes which will not interfere with the use of said easement by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement,
landscaping, or obstruction, other than ordinary and usual agricultural fences, shall be placed within or upon said easement, and that there shall be no alteration of the ground surface or grade of said easement, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within said easement all trees, brush, undergrowth, landscaping, buildings, structures, improvements, residential fences or other obstructions, though Grantee has no obligation to do so, and, after said pipelines have been installed, Grantee shall not be liable for damages caused on said easement by keeping said easement clear of such trees, brush, undergrowth, landscaping, buildings, structure, improvements, residential fences and other obstructions in the exercise of its rights hereunder.

5. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

6. That the rights of the Grantee may be assigned in whole or in part.

7. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this _____ day of ______________, 20__

GRANTOR:

THE CITY OF WINSTED

By ____________________________
Steve Stotko, Its Mayor

By ____________________________
Raquel Kirchoff, Its City Clerk-Treasurer
STATE OF MINNESOTA )
  )SS
COUNTY OF MCLEOD )

The foregoing instrument was acknowledged before me this _____ day of ____________, 20____, by Steven Stotko, Mayor, of The City of Winsted, Minnesota.

(S E A L)

Notary Public
My Commission Expires______________

STATE OF MINNESOTA )
  )SS
COUNTY OF MCLEOD )

The foregoing instrument was acknowledged before me this _____ day of ____________, 20____, by Raquel Kirchoff, City Clerk-Treasurer, The City of Winsted, Minnesota.

(S E A L)

Notary Public
My Commission Expires______________

Prepared by:
Right-of-Way Department
Northern Natural Gas Company
P. O. Box 3330
Omaha, Nebraska 68103-0330
PROPOSED EASEMENT DESCRIPTION:

A 70.00 foot wide perpetual easement for utility purposes over, under and across those parts of the south 400.00 feet of the Northwest Quarter of the Southeast Quarter, the south 400.00 feet of the West Half of the Northeast Quarter of the Southeast Quarter, and the easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter, all in Section 10, Township 117 North, Range 27 West of the 5th Principal Meridian, McLeod County, Minnesota. Said perpetual easement being 35.00 feet on each side of the hereinafter described "Line A".

Together with a temporary easement for construction purposes over, under and across those parts of said south 400.00 feet of the Northwest Quarter of the Southeast Quarter, and said south 400.00 feet of the West Half of the Northeast Quarter of the Southeast Quarter, lying between a line 35.00 feet to the left and a line 65.00 feet to the left of the hereinafter described "Line B".

Said temporary easement shall expire on December 31, 2020.

The sidelines of said perpetual easement is prolonged or shortened to terminate on the west line of said easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter, and the east line of said south 400.00 feet of the West Half of the Northeast Quarter of the Southeast Quarter.

"Line A"
Commencing at the northeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 89 degrees 34 minutes 29 seconds West along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 660.04 feet to the northwest corner of said easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter; thence South 01 degree 01 minute 08 seconds East along the west line of said easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter, a distance of 64.00 feet to the point of beginning of "Line A" to be described; thence North 66 degrees 56 minutes 52 seconds East, a distance of 272.98 feet; thence North 89 degrees 35 minutes 48 seconds East, a distance of 250.28 feet to the east line of said south 400.00 feet of the West Half of the Northeast Quarter of the Southeast Quarter, and said "Line A" there terminating.

"Line B"
Commencing at the northeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 89 degrees 34 minutes 29 seconds West along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 660.04 feet to the northwest corner of said easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter; thence South 01 degree 01 minute 08 seconds East along the west line of said easterly 600.00 feet of the northerly 350.00 feet of the Southwest Quarter of the Southeast Quarter, a distance of 64.00 feet to the point of beginning of "Line B" to be described; thence North 66 degrees 56 minutes 52 seconds East, a distance of 211.27 feet; thence North 89 degrees 34 minutes 29 seconds East, a distance of 234.59 feet , and said "Line B" there terminating.
SURVEYOR'S NOTES:

1. The field work was completed on March 28, 2018

2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.

SURVEYOR'S CERTIFICATION:
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Eric R. Wilfahrt
License Number 46166

5/23/2018
Date

3/12/2019
REVISED: TEMP. EASE. EXP.
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 Randy M. Stodola, 15255 County Road 30, Mayer, MN 55360 and David Carmein, 3128 Priest Lane, Mound, MN 55364, hereinafter “TENANTS”.

1. PROPERTY RENTED. WINSTED agrees to rent to TENANTS, and TENANTS agree 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 19

2. RENT. TENANTS agree to pay rent for the property for a term of twenty (20) years, beginning May 1, 2019, and ending on May 1, 2029. TENANTS promise to pay rent in equal yearly payments of $316.80, 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 TENANTS have paid the rent for the year in which the increase becomes effective, TENANTS 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 TENANTS have already paid rent. All subsequent years, TENANTS shall pay the full amount of said increaser on or before the anniversary date of this lease until termination of this lease. If TENANTS fail to pay the increase, or otherwise fails to agree to pay same or give notice to said City that TENANTS do not desire to pay the increase, then within thirty (30) days of WINSTED’S mailing said written notice, TENANTS agree to vacate the premises and lands being rented to TENANTS hereunder.

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

WINSTED shall defend and indemnify the TENANTS for claims brought or actions filed against the TENANTS or any of their 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 TENANTS agree 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 TENANTS 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 TENANTS shall have a certificate of insurance evidencing such coverage and naming WINSTED as an additional insured on the coverage.

TENANTS 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, TENANTS hereby waive 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: TENANTS agree to pay $750 as a utility surcharge to the WINSTED. TENANTS understand this surcharge cannot be waived based on TENANTS’ use of electricity. TENANTS understand the utility surcharge must be paid in full at the time of execution of this agreement. TENANTS understand 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. TENANTS understand that TENANTS are 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. TENANTS 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 TENANTS 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 of 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 TENANTS. 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, TENANTS agree to construct a hangar at the Winsted Municipal Airport within one (1) year from the beginning date of the Land Lease. If TENANTS do 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, TENANTS agree that it forfeits its lot; and any fees TENANTS has paid will not be refunded.

2. Any permits required for construction of a hangar shall be the responsibility of the TENANTS.

3. At the time of entering into this Land Lease for the construction of a hangar thereon TENANTS 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 TENANTS 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 TENANTS 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) TENANTS may perform maintenance on their own aircraft in their 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, TENANTS shall either remove the aircraft, or relocate the aircraft to a hangar, where the TENANTS have 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 TENANTS fail 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 TENANTS written notice mailed to TENANTS’ address mentioned hereinbelow (or such other address as TENANTS provide to WINSTED in writing), of said default and the TENANTS 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 TENANTS fail 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 TENANTS pay TENANTS’ rent on time and keep all TENANTS’ other promises to WINSTED, TENANTS may peaceably use and enjoy the Property for the full term of this lease. TENANTS agree 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. TENANTS agree 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 TENANTS or any of TENANTS’ family, agents, visitors, or employees; then the following conditions shall apply. TENANTS have 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 TENANTS’ 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, TENANTS’ lease will terminate as of the time of the damages. In that event, TENANTS 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. TENANTS agree not to assign or sublet the Property or any right under this agreement to anyone else unless TENANTS first obtain written permission from WINSTED, which may refuse same for any reason whatsoever.

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

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: ________________
   Adam Birkholz, Its City Administrator
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 Vincent K. Burnhart, 3904 Shoreline Drive, Spring Park, Minnesota 55384, 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 24

2. RENT. TENANT agrees to pay rent for the property for a term of twenty (20) years, beginning May 1, 2019, and ending on May 1, 2029. TENANT promises to pay rent in equal yearly payments of $483.84, 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 increaser 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 the 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 the 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 of 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: ____________
   Adam Birkholz, Its City Administrator
**APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

<table>
<thead>
<tr>
<th>Name of organization</th>
<th>Date organized</th>
<th>Tax exempt number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Training &amp; Habilitation Center</td>
<td>August 1997</td>
<td>41-6052785</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>311 Fairlawn Ave. W.</td>
<td>Winsted</td>
<td>MN</td>
<td>55395</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of person making application</th>
<th>Business phone</th>
<th>Home phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Dietrich, Executive Director</td>
<td>320-485-4191</td>
<td>320-485-3987</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of event</th>
<th>Type of organization</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday September 14, 2019</td>
<td>Other non-profit</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization officer's name</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Dietrich, Executive Director</td>
<td>Winsted</td>
<td>MN</td>
<td>55395</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization officer's name</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization officer's name</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization officer's name</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Location where permit will be used. If an outdoor area, describe.

230th Street, Winsted, MN (outdoor venue area under tents) Winsted Craft Beer Festival

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

Craft Beer and Wine tasting festival no intoxicating liquor will be sold, sampling only

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Locher Brothers Distributing  License (MN - R - 278)

---

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

<table>
<thead>
<tr>
<th>CITY OF WINSTED MINESSOTA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City or County approving the license</td>
<td>$75.00</td>
</tr>
<tr>
<td>Date Fee Paid</td>
<td>April 9, 2019</td>
</tr>
</tbody>
</table>

May 7, 2019

Date Approved

September 14, 2019

Permit Date

Amanda. Zeidler @ winsted.mn.us

City or County E-mail Address

(320) 485-2366

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US
CITY OF WINSTED
RESOLUTION R-19-15

RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Winsted is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests pursuant to Minnesota Statutes; and

WHEREAS, the following entity has offered to contribute the cash amounts set forth below:

<table>
<thead>
<tr>
<th>Name of Donor</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winsted American Legion Post #407</td>
<td>$20,000.00</td>
<td>Construction Costs</td>
</tr>
</tbody>
</table>

WHEREAS, all such donations have been contributed to be dedicated toward the construction of the Winsted Veterans Memorial in Hainlin Park; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the contribution from the Winsted American Legion Post #407 to be dedicated toward the construction of the Winsted Veterans Memorial in Hainlin Park.

Adopted this 7th day of May, 2019.

Approved:

______________________________
Steve Stotko, Mayor

Attested:

______________________________
Raquel Kirchoff, City Clerk-Treasurer
RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Winsted is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests pursuant to Minnesota Statutes; and

WHEREAS, the following entity has offered to contribute the cash amounts set forth below to the Winsted Holding Activities that Unite People (WHAT UP) organization:

<table>
<thead>
<tr>
<th>Name of Donor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winsted Area Chamber of Commerce</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

WHEREAS, all such donations have been contributed to be dedicated to the fund for the WHAT UP organization, and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the donation from the Winsted Area Chamber of Commerce to be dedicated to the fund for the WHAT UP organization.

Adopted this 7th day of May, 2019.

Approved:

______________________________
Steve Stotko, Mayor

Attested:

______________________________
Raquel Kirchoff, Deputy City Clerk
RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City of Winsted is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests pursuant to Minnesota Statutes; and

WHEREAS, the following entity has offered to contribute the amount set forth below to the Winsted Volunteer Fire Department:

<table>
<thead>
<tr>
<th>Name of Donor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winsted Fire Department Relief Association</td>
<td>$241.90</td>
</tr>
</tbody>
</table>

WHEREAS, all such donations have been contributed to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund, and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the donation from the Winsted Fire Department Relief Association to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund.

Adopted this 7th day of May, 2019.

Approved:

______________________________
Steve Stotko, Mayor

Attest:

______________________________
Raquel Kirchoff, City Clerk-Treasurer
CITY OF WINSTED
RESOLUTION R-19-18

RESOLUTION ACCEPTING Donations

WHEREAS, the City of Winsted is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests pursuant to Minnesota Statutes; and

WHEREAS, the following entity has offered to contribute the amount set forth below to the Winsted Volunteer Fire Department:

<table>
<thead>
<tr>
<th>Name of Donor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winsted Fire Department Relief Association</td>
<td>$4,197.65</td>
</tr>
</tbody>
</table>

WHEREAS, all such donations have been contributed to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund, and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the donation from the Winsted Fire Department Relief Association to be dedicated toward the Winsted Volunteer Fire Department’s Operations Fund.

Adopted this 7th day of May, 2019.

Approved:

______________________________
Steve Stotko, Mayor

Attest:

______________________________
Raquel Kirchoff, City Clerk-Treasurer
<table>
<thead>
<tr>
<th>Name</th>
<th>Check Date</th>
<th>Check Amt</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10100 CBW</td>
<td>4/22/2019</td>
<td>$240.00</td>
<td>March 2019 - Sales &amp; Use Tax</td>
</tr>
<tr>
<td>Paid Chk# 002477E</td>
<td>4/19/2019</td>
<td>$1,933.12</td>
<td>Federal Withholding - P.P. #8</td>
</tr>
<tr>
<td>Paid Chk# 002479E</td>
<td>4/19/2019</td>
<td>$2,703.44</td>
<td>Medicare/S.S. - P.P. #8</td>
</tr>
<tr>
<td>Paid Chk# 002480E</td>
<td>4/19/2019</td>
<td>$1,001.55</td>
<td>State Withholding - P.P. #8</td>
</tr>
<tr>
<td>Paid Chk# 002481E</td>
<td>4/19/2019</td>
<td>$4,548.58</td>
<td>Retirement Contribution - P.P.</td>
</tr>
<tr>
<td>Paid Chk# 002482E</td>
<td>4/19/2019</td>
<td>$1,829.96</td>
<td>Federal Withholding - P.P. #9</td>
</tr>
<tr>
<td>Paid Chk# 002483E</td>
<td>4/19/2019</td>
<td>$2,711.36</td>
<td>Medicare/S.S. - P.P. #9</td>
</tr>
<tr>
<td>Paid Chk# 002484E</td>
<td>4/19/2019</td>
<td>$945.71</td>
<td>State Withholding - P.P. #9</td>
</tr>
<tr>
<td>Paid Chk# 002485E</td>
<td>4/19/2019</td>
<td>$4,664.90</td>
<td>Retirement Contribution - P.P.</td>
</tr>
<tr>
<td>Paid Chk# 010229</td>
<td>5/3/2019</td>
<td>$207.68</td>
<td>Kothman, Bartley J.</td>
</tr>
<tr>
<td>Paid Chk# 026375</td>
<td>4/19/2019</td>
<td>$745.75</td>
<td>Delta Dental of Minnesota - Employer Paid Dental Insurance</td>
</tr>
<tr>
<td>Paid Chk# 026376</td>
<td>4/19/2019</td>
<td>$870.46</td>
<td>Mid-County - PW-Fuel</td>
</tr>
<tr>
<td>Paid Chk# 026377</td>
<td>4/19/2019</td>
<td>$155.54</td>
<td>MN Computer Systems, Inc. - Copier Lease</td>
</tr>
<tr>
<td>Paid Chk# 026378</td>
<td>4/19/2019</td>
<td>$41.68</td>
<td>Jon Davidson - FD-Gym Membership Reimbursement</td>
</tr>
<tr>
<td>Paid Chk# 026379</td>
<td>4/19/2019</td>
<td>$41.68</td>
<td>Prairie Bus - PD-Four (4) Phones-03-11-19-04</td>
</tr>
<tr>
<td>Paid Chk# 026380</td>
<td>4/19/2019</td>
<td>$180.00</td>
<td>David C. Meyer - Cell Phone Reimbursement/Q1, 2</td>
</tr>
<tr>
<td>Paid Chk# 026381</td>
<td>4/19/2019</td>
<td>$120.00</td>
<td>Jamason Stotko - Cell Phone Reimbursement/Q1, 2</td>
</tr>
<tr>
<td>Paid Chk# 026382</td>
<td>4/19/2019</td>
<td>$120.00</td>
<td>John Schlechter - Cell Phone Reimbursement/Q1, 2</td>
</tr>
<tr>
<td>Paid Chk# 026383</td>
<td>4/19/2019</td>
<td>$543.28</td>
<td>McLeod Cooperative Assoc. - Street Lighting/Entrance Signs</td>
</tr>
<tr>
<td>Paid Chk# 026384</td>
<td>4/19/2019</td>
<td>$245.98</td>
<td>T-Mobile - PW-2201/3621</td>
</tr>
<tr>
<td>Paid Chk# 026385</td>
<td>4/19/2019</td>
<td>$1,280.29</td>
<td>Homex - CH-Docking Station for Admins</td>
</tr>
<tr>
<td>Paid Chk# 026386</td>
<td>4/19/2019</td>
<td>$892.50</td>
<td>Monthly Library Rent -May, 201</td>
</tr>
<tr>
<td>Paid Chk# 026388</td>
<td>4/19/2019</td>
<td>$5,343.74</td>
<td>Xcel Energy - Electric Utilities-Parks</td>
</tr>
<tr>
<td>Paid Chk# 026389</td>
<td>4/19/2019</td>
<td>$280.83</td>
<td>B &amp; B Tire and Auto, LLC - PD-Vehicle Maintenance/2016 Sq</td>
</tr>
<tr>
<td>Paid Chk# 026390</td>
<td>4/19/2019</td>
<td>$939.69</td>
<td>Ryan Chatterton - FD-Training Reimbursement-Fire</td>
</tr>
<tr>
<td>Paid Chk# 026391</td>
<td>4/19/2019</td>
<td>$240.85</td>
<td>Cintas Corporation - PW-Uniforms</td>
</tr>
<tr>
<td>Paid Chk# 026392</td>
<td>4/19/2019</td>
<td>$204.00</td>
<td>CIT - CH-Docking Station for Admins</td>
</tr>
<tr>
<td>Paid Chk# 026393</td>
<td>4/19/2019</td>
<td>$5,800.28</td>
<td>CR Electric, Inc. - AP-Lighting Repairs</td>
</tr>
<tr>
<td>Paid Chk# 026394</td>
<td>4/19/2019</td>
<td>$261.47</td>
<td>Creative Product Sourcing, Inc - PD-D.A.R.E T-shirts</td>
</tr>
<tr>
<td>Paid Chk# 026395</td>
<td>4/19/2019</td>
<td>$1,119.13</td>
<td>Greater MN Communications - Print Utility Billing Insert-A</td>
</tr>
<tr>
<td>Paid Chk# 026396</td>
<td>4/19/2019</td>
<td>$11.13</td>
<td>Anthony Hammes - Mileage Reimbursement-LMC Safe</td>
</tr>
<tr>
<td>Paid Chk# 026397</td>
<td>4/19/2019</td>
<td>$388.40</td>
<td>The Hartford - Optional Insurance/Paid by Emp</td>
</tr>
<tr>
<td>Paid Chk# 026398</td>
<td>4/19/2019</td>
<td>$20.00</td>
<td>Justin Heldt - PD-Parking Reimbursement-Annua</td>
</tr>
<tr>
<td>Paid Chk# 026399</td>
<td>4/19/2019</td>
<td>$25.00</td>
<td>Elizabeth Meuleners - Video Camera Recording-04/16/1</td>
</tr>
<tr>
<td>Paid Chk# 026400</td>
<td>4/19/2019</td>
<td>$1,850.00</td>
<td>MN Pollution Control Agency - WWTF-Annual Permit Fee</td>
</tr>
<tr>
<td>Paid Chk# 026401</td>
<td>4/19/2019</td>
<td>$13,288.00</td>
<td>People Service, Inc. - WWTF-Monthly Service Fee</td>
</tr>
<tr>
<td>Paid Chk# 026402</td>
<td>5/3/2019</td>
<td>$32.24</td>
<td>Adam Birkholz - Lunch Business Meeting - CSAH</td>
</tr>
<tr>
<td>Paid Chk# 026403</td>
<td>5/3/2019</td>
<td>$263.95</td>
<td>C.O.P. Shop, LLC - PD-Vehicle Maintenance/518 Squ</td>
</tr>
<tr>
<td>Paid Chk# 026404</td>
<td>5/3/2019</td>
<td>$1,241.43</td>
<td>Center Point Energy - Utilities-Gas</td>
</tr>
<tr>
<td>Paid Chk# 026405</td>
<td>5/3/2019</td>
<td>$80.62</td>
<td>Cintas Corporation - PW-Uniforms</td>
</tr>
<tr>
<td>Paid Chk# 026406</td>
<td>5/3/2019</td>
<td>$450.00</td>
<td>CIT - IT-Managed Back-up/May, 2019</td>
</tr>
<tr>
<td>Paid Chk# 026407</td>
<td>5/3/2019</td>
<td>$40.35</td>
<td>Clare Johnson - Refund for overpayment of fina</td>
</tr>
<tr>
<td>Paid Chk# 026409</td>
<td>5/3/2019</td>
<td>$1,450.00</td>
<td>Eggert &amp; Gillis, PLLC - AP-Legal Fees/Pipeline Easemen</td>
</tr>
<tr>
<td>Paid Chk# 026410</td>
<td>5/3/2019</td>
<td>$2,241.00</td>
<td>Gavin, Janssen &amp; Stabenow, LTD - PD-Legal Fees</td>
</tr>
</tbody>
</table>
## Check Summary Register

**CITY OF WINSTED**


<table>
<thead>
<tr>
<th>Name</th>
<th>Check Date</th>
<th>Check Amt</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid Chk# 026411 Gopher State One Call</td>
<td>5/3/2019</td>
<td>$97.20</td>
<td>Locate Fees</td>
</tr>
<tr>
<td>Paid Chk# 026413 Justin Hertzog</td>
<td>5/3/2019</td>
<td>$15.02</td>
<td>FD-Safety Equipment</td>
</tr>
<tr>
<td>Paid Chk# 026414 Irish Eyes Investment</td>
<td>5/3/2019</td>
<td>$29.63</td>
<td>Refund for overpayment of fina</td>
</tr>
<tr>
<td>Paid Chk# 026415 John R. Fisher</td>
<td>5/3/2019</td>
<td>$64.99</td>
<td>Refund for overpayment of fina</td>
</tr>
<tr>
<td>Paid Chk# 026416 Laura Kosek</td>
<td>5/3/2019</td>
<td>$765.00</td>
<td>City Hall-Janitorial Contract-</td>
</tr>
<tr>
<td>Paid Chk# 026417 M Randy Parsons</td>
<td>5/3/2019</td>
<td>$48.56</td>
<td>Refund for overpayment of fina</td>
</tr>
<tr>
<td>Paid Chk# 026418 Matthew Bogema</td>
<td>5/3/2019</td>
<td>$28.85</td>
<td>Refund for overpayment of fina</td>
</tr>
<tr>
<td>Paid Chk# 026419 Medics Training, Incorporated</td>
<td>5/3/2019</td>
<td>$912.50</td>
<td>PD-EMR/EMT Course 05/01/19-4 M</td>
</tr>
<tr>
<td>Paid Chk# 026420 Metro West Insp. Serv., Inc.</td>
<td>5/3/2019</td>
<td>$1,727.17</td>
<td>Building Permits</td>
</tr>
<tr>
<td>Paid Chk# 026421 Northern Business Products</td>
<td>5/3/2019</td>
<td>$181.46</td>
<td>CH-Office Supplies</td>
</tr>
<tr>
<td>Paid Chk# 026422 Northland Trust Services, Inc.</td>
<td>5/3/2019</td>
<td>$64,696.25</td>
<td>G.O. Crossover Refunding Bonds</td>
</tr>
<tr>
<td>Paid Chk# 026423 Protection Systems, Inc.</td>
<td>5/3/2019</td>
<td>$385.00</td>
<td>City Hall-Annual Fire Alarm In</td>
</tr>
<tr>
<td>Paid Chk# 026424 Sweeper Services</td>
<td>5/3/2019</td>
<td>$755.66</td>
<td>PW-Street Sweeper Repair</td>
</tr>
<tr>
<td>Paid Chk# 026425 Tim Purcell Plbg. &amp; Htg., LLC</td>
<td>5/3/2019</td>
<td>$34.00</td>
<td>FD-Softener Salt</td>
</tr>
<tr>
<td>Paid Chk# 026426 W.S. Darley &amp; Co.</td>
<td>5/3/2019</td>
<td>$171.95</td>
<td>FD-Equipment for UTV/Compeer G</td>
</tr>
<tr>
<td>Paid Chk# 026427 Winsted NAPA</td>
<td>5/3/2019</td>
<td>$548.16</td>
<td>PW-Repairs/Maintenance</td>
</tr>
<tr>
<td>Paid Chk# 026428 Xcel Energy</td>
<td>5/3/2019</td>
<td>$2,327.87</td>
<td>Elec. Ut.-Lift Stations</td>
</tr>
<tr>
<td>Paid Chk# 503257E Bi-Weekly ACH</td>
<td>4/19/2019</td>
<td>$18,113.21</td>
<td></td>
</tr>
<tr>
<td>Paid Chk# 503280E Bi-Weekly ACH</td>
<td>5/3/2019</td>
<td>$17,967.83</td>
<td></td>
</tr>
<tr>
<td><strong>Total Checks</strong></td>
<td></td>
<td><strong>$172,064.91</strong></td>
<td></td>
</tr>
</tbody>
</table>

FILTER: None
BACKGROUND:
As part of the Economic Development Authorities (EDA) goal of improving local business opportunities in the City of Winsted, the EDA recently reviewed the Business Beautification Forgivable Loan Program guidelines which were previously successfully administered. The purpose of the program is to stimulate private sector investment for the exterior improvement of commercial structures located within the City of Winsted.

Under the program’s guidelines a property may be eligible for grant funding of up to $5,000 in forgivable loan dollars for approved exterior improvements with an estimated life of more than ten years. Construction must start within six months of loan award date and be completed within twelve months of the loan award date. Properties will only be eligible for one grant award in any given five-year period.

Based on this analysis and the current Program design, The EDA recommends the Council approve the Program at the May 7, 2019 City Council Regular Meeting.

FINANCIAL/BUDGET:
As mentioned in the guidelines, the program will only continue as long as funds are available. The EDA recommends allocating $15,000 from the EDA 407 fund to support the program. Sufficient Fund Balance exists to support this level of expenditure.

OPTIONS:
1. Approve the Business Beautification Forgivable Loan Program and authorize the City Administrator to begin accepting applications on June 3, 2019.
2. Other.

RECOMMENDATION:
Approve the Business Beautification Forgivable Loan Program and authorize the City Administrator to begin accepting applications on June 3, 2019.

COUNCIL ACTION:
Consider a motion to approve the Business Beautification Forgivable Loan Program and authorize the City Administrator to begin accepting applications on June 3, 2019.

ATTACHMENTS:
A) Business Beautification Forgivable Loan Program Guidelines and Application.
Business Beautification
Forgivable Loan Program
Guidelines & Application

City of Winsted
PO Box 126
Winsted, MN 55395
320.485.2366
www.winsted.mn.us
CITY OF WINSTED
Business Beautification Forgivable Loan Program
Guidelines

1. **PURPOSE**

The purpose of this document is to establish guidelines for application and administration of the City of Winsted's Business Beautification Forgivable Loan Program. These guidelines are intended to insure fairness and to avoid discrimination in the application of procedures. However, as these policies are merely guidelines, departure from the guidelines is expected when supported by a rational basis for the departure. Applications will be reviewed on a first-come, first served basis. The program will only continue as long as funds are available (Approximately $15,000 of funds available) and partial project awards may be made in order increase the impact of the program.

2. **POLICY STATEMENT**

**Recognition of Needs:** The City of Winsted recognizes the need to stimulate private sector investment for the beautification of commercial structures located in the City of Winsted. This program has been created to provide incentive financing for the exterior beautification of commercial/mixed use buildings in order to promote the viability of businesses in Winsted. Industrial/Manufacturing businesses are not eligible for the program.

3. **PROJECT ELIGIBILITY**

3.1 **Forgivable Loan Program** funds can be used for any exterior improvements having an estimated life of more than 10 years.

3.2 Properties will only be eligible for one grant award in any given 5-year period.

3.3 **Local Contractors, Suppliers, Professionals, and Financial Institutions Favored:** Projects which propose to use local contractors, suppliers, vendors, professionals, and/or financial institutions will be favored when applications are considered by the City of Winsted.

3.4 **Implementation:** Construction must start within six months of loan award and be completed within twelve months of the loan award date.

4. **LOAN AMOUNT**

4.1 Forgivable loans of up to $5,000 may be granted by the City upon approval of the City Council. Applications for program funding shall be supported with evidence of the availability of matching funds.

4.2 One-fifth of the loan amount shall be forgiven each year for 5-years. Applicants shall be required to repay the outstanding loan amount if they sell their building within 5 years of receiving assistance.

4.3 Applicants must match, and provide evidence of said match, on a 1:1 basis. Program funds shall not exceed 50% of the total project cost.

4.4 There shall be no interest on the outstanding balance of the forgivable loans.
4.5 Maximum Loan Per Building: The maximum loan per building is $5,000.

5. REGULATIONS FOR IMPROVEMENTS

All building construction or renovation is to be in conformance with the applicable building codes, City codes and other policies. If the project is located within the area identified by the Downtown Design Guidelines, the project must meet all recommended design guidelines with in that program.

6. LOAN SECURITY AND GUARANTEES

6.1 Applicant must be able to secure the loan with a subordinated mortgage on the property to be improved. Other forms of guarantee may be considered at the discretion of the City Council.

6.2 The applicant must demonstrate that the building to be improved is insured for its full replacement cost.

7. TIMING OF PROJECT EXPENSES

7.1 Costs incurred before the loan application has been approved may be considered as eligible expenditures subject to financing by the City loan at the discretion of the City.

8. PROCEDURAL GUIDELINES FOR APPLICATION AND APPROVAL

8.1 Application and Review

1. Any interested loan applicant should meet with City staff/consultants to obtain information about the Forgivable Loan Program and to discuss the proposed project and obtain application forms.

2. A completed application form and a $100 non-reimbursable application fee must be submitted to the City prior to review and consideration. Applications deemed incomplete by staff will not be forwarded to the City Council.

3. Applications are reviewed by City staff to determine conformity to all City policies and ordinances, and whether the proposed project will result in conformance with the building, zoning, design guidelines, and related City codes.

8.2 Project Review:

1. City staff/consultants shall review each application in terms of its proposed activities in relation to its economic impact and ability to meet program purpose. Staff will make a recommendation concerning funding of the proposed project to the Economic Development Authority and the City Council for final approval of disbursements.

2. After receipt of the project cost summary or estimates and the applicant’s proof of matching funds, Staff will evaluate the project application in terms of the following:

   a. Project Design - Evaluation of project design will include review of proposed activities, timeliness and capacity to implement.

   b. Financial Feasibility - Availability of funds, private involvement, financial packaging and cost effectiveness.

      (1) Ratio of private funds to Forgivable Loan Program Funds shall be determined based on project eligibility, but a minimum threshold of $1 private funds for $1 City funds will be required.
(2) Determination of financial viability of the request.

(3) Letter of commitment from applicable business pledging to complete project during proposed project duration if loan application is approved.

(4) Proof of matching funds.

3. All applications failing to meet the minimum threshold standards may be reviewed on a case-by-case basis. The City reserves the right to waive certain requirements of this program and may request additional information and documentation as deemed necessary.

4. **Program funds will be released at the completion of the project.** The applicant will be required to provide copies of project related invoices to document total project costs.

5. The City Council will have final review and approval.

9. **ORIGINATION**

The loan closing will be handled by City staff and/or their designee. At the closing, one or all of the following documents will be executed:

a. Promissory Note
b. Loan Security Agreement
c. Mortgage
CITY OF WINSTED
Forgivable Loan PROGRAM APPLICATION

APPLICANT

ADDRESS

CITY __________________________ STATE _________ ZIP ___________

CONTACT PERSON(s)
BUSINESS PHONE _________________ HOME PHONE ________________

AMOUNT REQUESTED ______________________________

1. Describe Project (including when it will be started and completed & estimated number of construction or other jobs that will be created). Attach additional sheets as needed:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Purpose of Loan (Describe which portions of the project program funds will be used for):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
4. Cost of Project:

A) Project Costs (attach plans & costs) $___________
B) Other (attach description) $___________
C) Other (attach description) $___________

TOTAL COSTS $___________

5. Proposed Financing:

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>NAME</th>
<th>TERMS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Bank Loan</td>
<td>________________</td>
<td>______</td>
<td>$_______</td>
</tr>
<tr>
<td>Cash (Equity)</td>
<td>________________</td>
<td>______</td>
<td>$_______</td>
</tr>
<tr>
<td>Other</td>
<td>________________</td>
<td>______</td>
<td>$_______</td>
</tr>
<tr>
<td>This Loan</td>
<td>________________</td>
<td>______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

TOTAL FINANCING $___________

6. Attach and include the following:

___ A) Letter of commitment from applicant pledging to complete during the proposed project duration.

___ B) Letter of commitment from the other sources of financing, stating terms and conditions of their participation in project.

___ C) A complete legal description of the property and County Parcel I.D.#.

I/We certify that all information provided in this application is true and correct to the best of my/our knowledge. I/We authorize the City of Winsted to verify financial and other information. I/We agree to provide any additional information as may be requested by the City of Winsted to process this application.

DATE: ______________________

Applicant Name

BY __________________________________________

By __________________________________________
1. Application
2. Proof of Sufficient Insurance Coverage
3. Project Bids
4. Commitment letter for matching financing
5. Commitment letter for completion of project as outlined in application.
6. Complete legal description and County Parcel I.D.#.

SIGNATURE

DATE
CITY OF WINSTED
RESOLUTION R-19-03

RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM THE REVOLVING
LOAN FUND TO THE ECONOMIC DEVELOPMENT AUTHORITY FUND

WHEREAS, on June 14, 2005, the City Council (Council) authorized the Economic Development
Authority (EDA) to administer a Revolving Loan Fund (RLF) to support economic development
efforts within the corporate boundaries of the City of Winsted; and

WHEREAS, RLF capitalization occurs through the repayment of business development loans
issued through the City by the Minnesota Department of Employment and Economic Development
(DEED). Upon repayment, these monies may be borrowed for other eligible activities as identified
in the RLF Program Plan (Plan). Due to the various Plan regulations and requirements, the City
has only administered two (2) loans since the inception of the RLF; and

WHEREAS, on October 21, 2014, the City Council amended the Plan to allow for the use of RLF
monies for the purchase of land for the Industrial Park Expansion, which resulted in the
expenditure of approximately $605,400 of RLF monies and a remaining fund balance of
approximately $133,757; and

WHEREAS, on June 17, 2017, following modifications to RLF related statutes by the State of
Minnesota (State), DEED announced a one-time, RLF exception, which allows local governments
the opportunity to “use 80% of the uncommitted [RLF] balance for any lawful purpose if 20% of
the [RLF] balance is returned to the State.”; and

WHEREAS, on May 1, 2018, the City Council authorized the City Administrator to execute the
onetime exception to the restrictions on the use of the Minnesota Investment Fund seeded
Revolving Loan Fund with the intent that remaining funds be assigned for Economic Development
Authority (EDA) related activities and programs, such as the 2018 – 2020 EDA Goals and
Strategies; and

WHEREAS, DEED concluded that Winsted was eligible for the one-time exception to transfer
funds of $107,005.60 from the Revolving Loan Fund to another expenditure account, after
repayment of $26,751.40 to DEED, which the City did on June 15, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the City Council directs a transfer of
$107,005.60 from Fund 408 – Revolving Loan Fund to Fund 407 – E.D.A to be assigned for EDA
related activities and programs.

Adopted this 5th day of February, 2019.

Approved:

[Signature]
Steve Stotko, Mayor
Attest:

Raquel Kirchoff, City Clerk-Treasurer
Meeting Date: May 7, 2019
Submitted By: Adam Birkholz, City Administrator
Subject: Commercial Operator Fee and Agreement – Skydive Twin Cities West, LLC

BACKGROUND:

On February 15, 2017, the City Council authorized the City Administrator to execute a Commercial Operation Agreement between the City of Winsted and Skydive Twin Cities West, LLC, a commercial, fixed base operator providing skydiving services at the Winsted Municipal Airport. The Agreement, which outlines specific conditions and terms for the use of the Airport by Skydive, expired on December 31, 2018.

Since the expiration of the agreement, City staff has been in contact with a representative from Skydive to discuss the renewal of the Agreement and any proposed modifications to the previously approved terms and conditions. During the discussions Skydive made the following requests:

- Reauthorization through December 31, 2019;
- Review of the Commercial Operator Fee;
- Review of the Drop/Landing Zone Land Lease Fee.

Per the recently expired Agreement, Skydive provides the City with two agreed upon fees: 1) the Commercial Operator Fee, established through the attached methodology approved by the Council (Resolution No. 13-02) to recoup the additional City costs for servicing a commercial enterprise; and 2) an exclusive land lease, which provides approximately 7.76 acres of Airport property for drop or landing zone purposes. The fees proposed for 2019 are $2,827.00 and $1,164.00, respectively, for a total of $3,991.00.

Based on the request from Skydive, City staff reviewed the estimated City costs and determined that a reduction in rates was warranted, based on the overall decrease in City staff time required to service Skydive and a reduction in the usage of the Airport. Despite this analysis, it is important to note that the City may choose to recoup Airport costs in any manner the Council deems fit.

Given the findings of the internal analysis, City staff recommends the Winsted Municipal Airport Commission provide a recommendation to the City Council regarding the fees and proposed Agreement.

FINANCIAL/BUDGET:

Per the Recommended 2019 Agreement, Skydive provides the City with two agreed upon fees: 1) the Commercial Operator Fee, established through the attached methodology approved by the Council (Resolution No. 13-02) (Attachment A) to recoup the additional City costs for servicing a commercial enterprise; and 2) an exclusive land lease, which provides approximately 7.76 acres of Airport property for drop or landing zone purposes.

The attached fee analysis (Attachment B) details the estimated costs for the City to support Skydive and their operations. Based on this analysis, City staff recommends a Commercial Operator Fee of $2,827.00 and a drop or landing zone fee of $1,164.00, for a total fee of $3,991.00.

The 2019 Budget assumes reauthorization of the Agreement at the previously established Commercial Operator Fee and Drop/Landing Zone Land Lease rates. A significant reduction in this fee could result in a budget deficit.
OPTIONS:
1. Authorize the City Administrator to execute a Commercial Operation Agreement with Skydive Twin Cities West, LLC to operate a skydiving business and related activities at the Winsted Municipal Airport.
2. Other.

RECOMMENDATION:
Authorize the City Administrator to execute a Commercial Operation Agreement with Skydive Twin Cities West, LLC to operate a skydiving business and related activities at the Winsted Municipal Airport.

COUNCIL ACTION:
Consider a motion to authorize the City Administrator to execute a Commercial Operation Agreement with Skydive Twin Cities West, LLC to operate a skydiving business and related activities at the Winsted Municipal Airport.

ATTACHMENTS:
A) Resolution No. 13-02
B) 2019 Commercial Operator Fee Calculation Detail
C) 2019 Commercial Operation Agreement
CITY OF WINSTED
RESOLUTION R-13-02

RESOLUTION SETTING WINSTED MUNICIPAL AIRPORT COMMERCIAL OPERATOR FEES

WHEREAS, the City of Winsted owns and operates the Winsted Municipal Airport; and

WHEREAS, the City has been approached by individuals that wish to operate a commercial business out of the Winsted Municipal Airport; and

WHEREAS, the City understands that operating a commercial business out of the Winsted Municipal Airport may require additional costs above and beyond a non-commercial hangar owner or pilot due to the type of business operations taking place; and

WHEREAS, the City wishes to recover the costs associated with those efforts to ensure the financial viability of the airport and to protect the interests of hangar owners and Winsted residents; and

WHEREAS, the Winsted Municipal Airport is Federally Obligated and must set reasonable fees that may be applied fairly and consistently to each commercial business in order to avoid discrimination and to ensure continued Federal support;

NOW, THEREFORE, BE IT RESOLVED:

1. Commercial Operator Fees at the Winsted Municipal Airport shall be equal to Administrative Costs plus a surcharge of 10% for overhead costs which cannot be directly associated with the commercial operation or $200 whichever is greater.

2. Administrative Costs are direct costs incurred due to the operation of business for staff time, consultant time, and contractor time as outlined in this Resolution.

3. Administrative Costs will be determined by the City Administrator as follows:
   a. If an operation is already in existence at the Winsted Municipal Airport or other airport, Administrative Costs will be determined by the actual costs incurred in the most recent year or an average of actual costs incurred over the duration of the operation of the business, whichever is greater.
   b. If an operation does not currently exist at the Winsted Municipal Airport or other airport, Administrative Costs will be determined by an agreed upon amount negotiated between the City of Winsted and the commercial operator based upon expected Administrative Costs to be incurred.

4. Hourly rates for determining direct costs
   a. City of Winsted Staff: $50/hour
b. City Attorney: Per City contract  
c. City Engineer: Per City contract  
d. Janitorial Services: Per City contract  

5. The payment of Commercial Operator Fees does not prohibit the City of Winsted from seeking additional costs for damage to airport property from the commercial operation.  
6. The payment of Commercial Operator Fees is not in lieu of other fees required by the City of Winsted as set in the Fee Schedule or City Code.  

Adopted by the City Council this 15th day of January, 2013  

Steve Stotko, Mayor  

ATTEST:  

Raquel Kirchoff, Deputy City Clerk
<table>
<thead>
<tr>
<th>Department</th>
<th>Rate</th>
<th>Hours</th>
<th>Total</th>
<th>Description of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administration</td>
<td>$50.00</td>
<td>20</td>
<td>$1,000.00</td>
<td>Draft and review Operation Agreement (5), review public inquiries regarding operations (13), conduct internal fee analysis (2)</td>
</tr>
<tr>
<td>City Attorney</td>
<td>$125.00</td>
<td>4</td>
<td>$500.00</td>
<td>Draft and review Operation Agreement, consult with City Administration staff</td>
</tr>
<tr>
<td>City Engineer</td>
<td>$60.00</td>
<td>1</td>
<td>$60.00</td>
<td>Comparative Commercial Operator Fee analysis</td>
</tr>
<tr>
<td>City Planner</td>
<td>$85.00</td>
<td>0</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Janitorial Service</td>
<td>$20.00</td>
<td>13</td>
<td>$260.00</td>
<td>Maintenance of the Arrival and Departure Building (13 weeks June-August)</td>
</tr>
<tr>
<td>Fire</td>
<td>$ -</td>
<td>10</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>$50.00</td>
<td>2</td>
<td>$100.00</td>
<td>Monitor compliance with Airport Minimum Standards beyond regular patrols</td>
</tr>
<tr>
<td>Public Works</td>
<td>$50.00</td>
<td>13</td>
<td>$650.00</td>
<td>Monitor compliance with Airport Minimum Standards, maintenance of Airport facilities</td>
</tr>
<tr>
<td><strong>Subtotal, Estimated City Staff Time</strong></td>
<td>63</td>
<td>$2,570.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Surcharge</td>
<td></td>
<td></td>
<td>$257.00</td>
<td>10% or $200, whichever is greater</td>
</tr>
<tr>
<td><strong>Subtotal, Estimated Commercial Operator Fee</strong></td>
<td></td>
<td></td>
<td>$2,827.00</td>
<td></td>
</tr>
<tr>
<td>Drop/Landing Zone Land Lease Fee</td>
<td></td>
<td></td>
<td>$1,552.00</td>
<td>$200 per acre at approximately 7.76 acres</td>
</tr>
<tr>
<td>Deduction of 25% for runway reconstruction</td>
<td></td>
<td></td>
<td>$(388.00)</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal, Drop/Landing Zone Land Lease Fee</strong></td>
<td></td>
<td></td>
<td>$1,164.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$3,991.00</td>
<td></td>
</tr>
</tbody>
</table>

### Fee Comparison, 2018 v. 2019

#### Commercial Operator Fee

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017&amp;2018 Commercial Operator Fee</td>
<td>$5,038.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated, 2019 Fee</td>
<td>$2,827.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change, 2018 v. 2019</td>
<td>$2,211.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Drop/Landing Zone Land Lease Fee

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017&amp;2018 Drop/Landing Zone Fee</td>
<td>$1,552.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated, 2019 Drop/Landing Zone Fee</td>
<td>$1,164.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change, 2018 v. 2019</td>
<td>$388.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Total Comparison

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 2017&amp;2018 Fee</td>
<td>$6,590.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total, Estimated 2019 Fee</td>
<td>$3,991.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change, 2018 v. 2019</td>
<td>$2,599.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF WINSTED, WINSTED MUNICIPAL AIRPORT COMMERCIAL
OPERATION AGREEMENT

This Agreement entered into by and between City of Winsted, a municipal corporation organized and existing under the laws of the State of Minnesota, whose address is 201 First Street North, P.O. Box 126, Winsted, Minnesota 55395, (hereinafter “WINSTED”) and Skydive Twin Cities West LLC, a limited liability company (domestic) organized and existing under the laws of the State of Minnesota, whose address is 20500 Forest Road N Forest Lake, MN 55025 (hereinafter “SKYDIVE”) hereby enter into this Agreement concerning SKYDIVE’S use of WINSTED’S Municipal Airport for skydiving business and activities.

WITNESSETH

WHEREAS, the parties are desirous of specifying the terms and conditions of SKYDIVE’S use of the Winsted Municipal Airport,

NOW THEREFORE, it is agreed by and between the parties as follows:

1. DEFINITIONS.
   a. “Skydiving Activities” shall mean the descent of a person to the surface from an aircraft in flight when he or she uses or intends to use a parachute during all or part of that descent.
   b. “Flight Path” shall mean the line, course, or track along which an aircraft is flying or is intended to be flown.
   c. “Residential Property” shall mean single family homes, apartments, townhouses, and any other place where people live.
   d. “Accident” shall mean an event that results in harm to people, damage to property or loss of property.
   e. “Incident” shall mean an event which under slightly different circumstances, could have resulted in harm to people or damage to property.

2. PURPOSE. SKYDIVE desires to use WINSTED’S Municipal Airport to conduct a skydiving business that would allow for a skydiving business which primarily charges a fee for persons wanting to skydive from an airplane that takes off and/or lands at Winsted Municipal Airport. SKYDIVE will charge a fee for patrons who skydive, or wish to learn how to skydive on their own, or enter into “tandem” skydives from airplanes.

3. INSURANCE. SKYDIVE shall obtain, and maintain continuously in full force and effect during the term of this Agreement, at SKYDIVE’S sole expense, the following insurance:
Commercial general liability insurance providing coverage for contractually assumed liability and liability arising out of use of the premises and SKYDIVE’S operations. This coverage shall be in the minimum amount of $1,000,000 per occurrence; $2,000,000 aggregate.

Aircraft Liability Insurance on any owned and/or leased aircraft providing service pursuant to this Agreement must comply with the requirements of Minnesota State Statute 360.59 Subdivision 10.

Automobile liability insurance in the minimum amount of $1,000,000 combined single limit for owned and non-owned licensed vehicles operated on airport premises.

SKYDIVE shall secure an endorsement for each policy specified above stating that the insurance contract cannot be cancelled by the insurer until thirty (30) days-notice in writing of cancellation has been given to WINSTED.

For each policy specified above, SKYDIVE agrees that it will cause WINSTED to be named as an additional insured for all claims arising out of the named insured’s performance of services required or authorized under this Agreement.

SKYDIVE shall be in compliance with Minnesota Workers’ Compensation laws.

SKYDIVE shall provide WINSTED with a certificate of insurance showing proof of the above coverages.

4. **LIABILITY.** SKYDIVE agrees to defend, indemnify and hold WINSTED and its officials, employees and agents harmless from all liability for injuries to persons or damages to property caused by its negligent use or occupancy of the premises or conduct of its operation, and for all costs, including reasonable attorney’s fees incurred in defending any action; provided, however, that SKYDIVE shall not be liable for any injury, damage, or loss occasioned by the negligence of WINSTED or its officials, employees, or agents.

5. **WAIVER.** SKYDIVE and participants shall sign a waiver acknowledging risk involved, acknowledging that WINSTED makes no representations as to the acceptability of this activity, and waives their rights against WINSTED. SKYDIVE and all participants accept all risks with skydive / related activities and determine their own acceptability of that risk.

6. **HOURS OF OPERATION.** SKYDIVE agrees that no skydiving activities shall take place prior to sunrise or after sunset according to the Sun or Moon Rise/Set Table for One Year shown in “Exhibit B”.

   Twice per year skydiving activities may take place after sunset. The activities will commence at or before one hour after sunset and will take place for a maximum of two and half hours. SKYDIVE shall provide WINSTED at least 24 hours prior written notification of said night jumps.

7. **AVIATION FUEL PURCHASE.** SKYDIVE has the right to self-fuel, however, such activity is subject to the regulatory and administrative requirements to store, and dispense
fuel at the Winsted Airport. No agreement for fueling is made in this agreement. A separate permit for storage and dispensing fuel must be obtained from WINSTED.

8. **PARKING/ACCESS.** SKYDIVE agrees to have all customer parking in the parking lot of the airport. No cars for the business, other than employees, shall be parked in the hangar area.

9. **RATES AND CHARGES.** SKYDIVE shall pay a Commercial Operator Fee in the amount of $2,827.00, to operate a skydiving business at the Winsted Municipal Airport. This fee is based upon the Winsted Municipal Airport Commercial Operator Fees approved by WINSTED.

   In addition, SKYDIVE shall pay a lease fee for exclusive rights to the drop zone area, west of the arrival/departure building and south of the runway as shown in “Exhibit A”, at a rate of $1,164.00. This lease fee is based upon 7.76 acres of exclusive use at $200 per acre. Use of the drop zone area shall be for the purpose of operating the skydiving business and SKYDIVE shall have access to the drop zone area for the duration of this agreement.

   Fees totaling $3,991.00 as outlined above will be due in three installments as follows:
   1. $1,330.33 due at signing of this agreement, May 7, 2019;
   2. $1,330.33 due by June 1, 2019; and
   3. $1,330.34 due by August 1, 2019.

10. **COMPLIANCE.** SKYDIVE must at all times be in compliance with all Minnesota and Federal Aviation Administration (FAA) rules, regulations and requirements regarding the aircraft, the drop zone used herein, the hangar located therein and property located therein.

11. **DROP ZONE REQUIREMENTS.** Attached hereto and made a part of by reference is “Exhibit A” that shows the drop zone initially approved by WINSTED. Any change in the drop zone must be appended to the two originals of this document (one for WINSTED and one for SKYDIVE).

   SKYDIVE must meet minimum drop zone requirements through the United States Parachute Association (USPA). If hangar or other airport facility expansion occurs that results in the use of the unobstructed drop zone below USPA requirements, the area can no longer be used as a drop zone. Winsted shall provide SKYDIVE 14 days prior written notice of any such expansion. WINSTED is not responsible for finding SKYDIVE an alternative drop zone. SKYDIVE certifies that USPA Basic Safety Requirements Section “H” will be met. SKYDIVE agrees the areas used for skydiving should be unobstructed, with the following minimum radial distances to the nearest hazard:
   i. solo students and A-license holders – 100 meters
   ii. B- and C- license holders – 50 meters
   iii. D-license holders – unlimited

   - Hazards are defined as telephone and power lines, towers, buildings, open bodies of water, highways, automobiles, and clusters of trees covering more than 3,000 square meters.
   - Manned ground-to-air-communications (e.g., radios, panels, smoke, lights) are to be present on the drop zone during skydiving operations.
SKYDIVE further agrees that the drop zone must safely be established according to USPA guidelines. On-airport drop zones shall be approved by WINSTED and the FAA. WINSTED shall be notified immediately of any off-airport drop zones established.

12. MISCELLANEOUS REQUIREMENTS AND CONDITIONS. Skydive operations are subject to the requirements of the Federal Aviation Administration (FAA), the United States Parachute Association (USPA) to include FAR Part 105, applicable FAA Advisory Circulars (ACs), and the Basic Safety Requirements (BSRs) as published by the USPA. Jump plane pilots must hold a valid FAA Commercial Pilot Certificate for the aircraft being operated. All skydive operations and drop zone locations are subject to FAA determination that activities will not affect the safe and efficient operation of the Airport. SKYDIVE must notify WINSTED of all incidents and accidents. If necessary, the FAA will be contacted to determine the feasibility of continuing commercial skydiving operations at Winsted Municipal Airport.

SKYDIVE agrees to use a flight path not lower than 1,000 feet above the ground over residential property.

SKYDIVE agrees to be responsible for damage to the Winsted Municipal Airport property caused by his customers and accompanied persons to his customers, or employees of his skydiving business. Damage does not include normal wear and tear due to approved activities.

SKYDIVE shall provide adequate restroom facilities to accommodate his customers and accompanied persons to his customers. Use of the Winsted Municipal Airport Arrival/Departure Building by his customers and accompanied persons to his customers is not permitted.

SKYDIVE must receive prior approval from WINSTED for any property owned by SKYDIVE or controlled by SKYDIVE to be stored or placed on Winsted Municipal Airport property.

Both Parties understand that parachuting is a difficult sport and the participants are not always able to land in designated areas. SKYDIVE pledges that his skydiving business will use its best efforts to land in the approved drop zone. WINSTED agrees that occasional failures to land in the designated drop zone does not constitute a breach of this agreement.

Joseph Frederick Johnson shall not be permitted to come upon the Winsted Municipal Airport property, or engage in any ownership, consultation, employment, or any meaningful help in SKYDIVE’S operation of its skydiving business. Any such violation of this clause shall result in an immediate termination of this Operation Agreement.

13. SIGNAGE. Any and all signs or signage to be placed upon the property by SKYDIVE, must be approved in writing by WINSTED.

14. TERM. This Agreement shall commence on May 7, 2019 and terminate when notified by the City Administrator that operations must cease due to construction of the turf runway
rehabilitation project to occur sometime in the late summer or early fall of 2019. The City of Winsted has a written "Airport Policy". This Agreement shall be subject to said airport policy.

15. SUSPENSION/TERMINATION. Any violation to the terms of this agreement shall result in suspension, fines, or termination as follows:
   a. For the first violation not resulting in termination, a verbal warning.
   b. For a second violation not resulting in termination, a written warning.
   c. For a third violation not resulting in termination, at least a $1,000 fine.
   d. For a fourth violation not resulting in termination, at least a two-day suspension and/or a $2,000 fine.
   e. For a fifth violation not resulting in termination, at least a fourteen-day suspension and a $5,000 fine.
   f. WINSTED may terminate this Agreement upon any event of default or incident of noncompliance or failure to maintain safe airport operations without prior notice to SKYDIVE. Failure to maintain reasonably safe operations to be determined by WINSTED.
   g. Violations of this agreement will be reviewed by the Winsted City Council when submitted to WINSTED in writing. The Winsted City Council shall have full authority in determining whether sufficient evidence exists to proceed with a suspension, fine, or termination, whether any violation is a first or subsequent violation of this Agreement.
   h. Fines must be paid within five business days of notice by Certified Mail or personal delivery by the City Administrator or Winsted Police Department. Failure to pay fines within five business days shall result in termination of this agreement.
   i. Suspensions shall be served beginning on the same day of the week in which the violation occurred. Example: If a violation occurred on a Saturday in which a suspension was required, the suspension would begin on the next Saturday.

16. ASSIGNMENT. SKYDIVE and John Bucsko and Kerry McCauley, individually, shall not assign, transfer, sell or otherwise convey any interest in SKYDIVE or in this Operation Agreement without first obtaining WINSTED'S written approval. In either of the circumstances mentioned in this paragraph, WINSTED shall have the right to withhold its consent for any reason whatsoever.

17. BINDING EFFECTS. This agreement is binding upon the heirs, successors and assigns of the parties hereto as they themselves are bound (but any assignment by SKYDIVE or its ownership requires prior written agreement by WINSTED). This Agreement shall remain in full force and effect even if Winsted transfers, sells or assigns its interest in the WINSTED municipal airport to any other public or private entity. This Agreement shall remain in full force and effect if WINSTED moves the airport to another location, unless the parties cannot agree on any terms or conditions which either party deems necessary due to circumstances related to the new airport location.

18. NON-CONFORMING ACTIVITY. SKYDIVE, itself, its owner(s), manager(s), member(s), employees, volunteers, or customers shall not engage in any illegal activity (in violation of City, County, State and Federal Statutes, Rules, Regulations, Ordinances or any written policies of said governmental units) or any activity to be considered immoral
under community standards, or not be truthful in any manner in providing information to WINSTED. Any such violation or charge by a governmental unit of such violation shall be sufficient cause for WINSTED to notify SKYDIVE that said alleged violation is subject to the suspension or termination of this contract after WINSTED conducts a due process hearing on same. Said due process hearing need not await the judgment of the governmental unit that alleges the violation.

19. 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.

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

SKYDIVE TWIN CITIES WEST, LLC.

Date: ______________, 2019  By: __________________________
John Bucsko, Its Manager

Date: ______________, 2019  By: __________________________
Kerry McCauley, Its Manager

CITY OF WINSTED

Date: ______________, 2019  By: __________________________
Steve Stotko, Its Mayor

Date: ______________, 2019  By: __________________________
Raquel Kirchoff, Its City Clerk-Treasurer
STATE OF MINNESOTA )
    ) ss.
COUNTY OF MCLEOD )

    The foregoing instrument was acknowledged before me this ___ day of __________
    ________, 2017, by John Bucsko, as Manager of Skydive the Twin Cities West, LLC, a Limited
    Liability Company organized and existing under the laws of the State of Minnesota.

____________________________________
Notary Public - McLeod County, Minnesota
My commission expires __________

STATE OF MINNESOTA )
    ) ss.
COUNTY OF MCLEOD )

    The foregoing instrument was acknowledged before me this ___ day of __________
    ________, 2019, by Steve Stotko, as Mayor, and Raquel Kirchoff, as Clerk-Treasurer of the City of
    Winsted, Minnesota, a Municipal Corporation organized and existing under the laws of the State
    of Minnesota.

____________________________________
Notary Public - McLeod County, Minnesota
PERSONAL GUARANTEE

In consideration of the City of Winsted entering in the above City of Winsted, Winsted Municipal Airport Commercial Operation Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, John Bucsko and Kerry McCauley, individually, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and financial requirements due to the City of Winsted by Skydive the Twin Cities West, LLC., under the terms of said above-mentioned Agreement.

Dated: ___________, 2017

By: ______________________________
Printed Name: John Bucsko

Dated: ___________, 2017
By: ______________________________
Printed Name: Kerry McCauley

STATE OF MINNESOTA )
) ss.
COUNTY OF MCLEOD )

The foregoing instrument was acknowledged before me this ___ day of _______________ ______, 2017, by John Bucsko and Kerry McCauley, individually.

______________________________
Notary Public - McLeod County, Minnesota
My commission expires __________
BACKGROUND:
The Winsted Summer Festival was established as an annual community event in 2004. This event provides entertainment, encourages community involvement, and promotes community pride in the Winsted Area. In addition, the Winsted Summer Festival Committee was established and appointed by the Winsted City Council and is comprised of individuals acting under the direction and control of the City Council.

Early in 2019, representatives of the Winsted Area Chamber of Commerce approached City staff with a request to take control of the Winsted Summer Festival in 2019 and make it a Chamber-sponsored event. Representatives also made a recommendation to host the Winsted Summer Festival as a two (2) day event, which has been scheduled for August 9th and 10th, 2019 at Mill Reserve Park in Winsted.

In order to recognize the Summer Festival as a Chamber-sponsored event, the City Council must act to dissolve the Winsted Summer Festival Committee and Fund by a resolution and direct City staff to transfer any remaining fund balance to the Chamber for the purpose of funding Winsted Summer Festival activities. An agreement has been drafted between the City of Winsted and the Winsted Area Chamber of Commerce for certain considerations regarding the Summer Festival.

According to the recommended Agreement between the City of Winsted and the Winsted Area Chamber of Commerce (Attachment A), during the event, the two parties agree to the following general conditions and terms:

- The City shall provide the use of Mill Reserve Park.
- The City will agree to provide, pay for and insure one (1) fireworks display during the Summer Festival, with the condition that the Chamber will raise funds to pay for the fireworks display.
- The Chamber shall pay for services provided by Winsted’s Police Chief and Police Officers, Public Works staff, Winsted Volunteer Fire Department, and City vendors as they are directly related to the Summer Festival event dates and will be based on the 2019 Fee Schedule or billed per the vendor's rate.
- The Chamber shall pay $220.00 for the City’s administrative staff time.

Under the Agreement, the Chamber agrees to hold harmless and indemnify the City and all associated personnel from any damages or liabilities performed under the Agreement for providing any equipment or services. All of the contracts and donations related to the Winsted Summer Festival would be approved by the Chamber moving forward.

Given the Chamber’s request to sponsor the Summer Festival and the purpose of the organization is to advance the economic, professional, cultural and civic welfare of the Winsted area, City staff recommend the City Council adopt Resolution R-19-19 to dissolve the Winsted Summer Festival Committee and Fund and recognize the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce.
FINANCIAL/BUDGET:
Under the Recommended 2019 Agreement, the Chamber agrees to compensate the City $220.00 for certain predetermined services. However, as mentioned in the Recommended 2019 Agreement, some City services will be provided on an “as needed” or actual cost basis subject to reimbursement by Chamber (e.g., police services, fire services), based upon the 2019 Fee Schedule and other factors. The total cost to the Chamber will not be determined until after the upcoming Summer Festival event. The remaining Winsted Summer Festival fund balance may be transferred accordingly after the City’s annual audit has been completed for 2018.

OPTIONS:
1. Adopt Resolution R-19-19, recognizing the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce; and authorize the Mayor and City Clerk-Treasurer to execute an agreement between the City of Winsted and the Winsted Area Chamber of Commerce for the use of city property, services and equipment provided for the 2019 Winsted Summer Festival.
2. Other.

RECOMMENDATION:
Adopt Resolution R-19-19, recognizing the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce; and authorize the Mayor and City Clerk-Treasurer to execute an agreement between the City of Winsted and the Winsted Area Chamber of Commerce for the use of city property, services and equipment provided for the 2019 Winsted Summer Festival.

COUNCIL ACTION:
Consider a motion to adopt Resolution R-19-19, recognizing the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce; and authorize the Mayor and City Clerk-Treasurer to execute an agreement between the City of Winsted and the Winsted Area Chamber of Commerce for the use of city property, services and equipment provided for the 2019 Winsted Summer Festival.

ATTACHMENTS:
A) Resolution R-19-19
B) Recommended 2019 Winsted Summer Festival Agreement
CITY OF WINSTED
RESOLUTION R-19-19

A RESOLUTION RECOGNIZING THE WINSTED SUMMER FESTIVAL
AS AN EVENT SPONSORED BY THE WINSTED AREA CHAMBER OF COMMERCE

WHEREAS, the Winsted Summer Festival (Festival) was established as an annual community event in 2004; and

WHEREAS, the Festival is a special event that provides entertainment, encourages community involvement, and promotes community pride in the Winsted Area; and

WHEREAS, the Winsted Area shall include the City of Winsted and all areas which have an interest in or may benefit from the improvement of the general welfare, business and civic conditions of the City of Winsted and surrounding areas; and

WHEREAS, the Winsted Area Chamber of Commerce (Chamber) is an organization incorporated under the Laws of the State of Minnesota as a non-profit, nonpartisan and nonsectarian corporation; and

WHEREAS, the Chamber has been organized for the purpose of advancing the economic, industrial, commercial, professional, cultural and civic welfare of the Winsted area; to support all activities which will benefit the Winsted area; and to promote the general welfare of all Winsted area citizens; and

WHEREAS, it is the primary function of the Chamber to serve as an organization of business and professional people and those others willing to work together for the promotion of business, agricultural, civic, educational and cultural interests of the Winsted Area and to advance the prosperity of the Winsted Area, and

WHEREAS, the Winsted Summer Festival Committee (Committee), comprised of individuals appointed by the Winsted City Council and acting under the direction and control of the City Council, has given consent to discontinue classification of the Festival as a city-sponsored event.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council of the City of Winsted do hereby recognize the Winsted Summer Festival as an event sponsored by the Winsted Area Chamber of Commerce; and

BE IT FURTHER RESOLVED, that the City of Winsted shall dissolve the Winsted Summer Festival Fund and transfer any remaining fund balance to the Winsted Area Chamber of Commerce to fund Winsted Summer Festival activities.

Adopted this 7th day of May, 2019.

Steve Stotko, Mayor of the City of Winsted

Attest:

Raquel Kirchoff, City Clerk-Treasurer
AGREEMENT

This Agreement ("Agreement"), by and between the City of Winsted, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter "WINSTED", and the Winsted Area Chamber of Commerce, a nonprofit corporation organized and existing under the laws of the State of Minnesota, hereinafter "CHAMBER".

WHEREAS, CHAMBER sponsors and promotes an event known as "Summer Festival" during August 9-10, 2019, and held within the city limits of WINSTED;

WHEREAS, WINSTED is desirous of entering into an agreement for the payment of use of city property, services and equipment it shall provide for the Summer Festival;

WHEREAS, CHAMBER is desirous of entering into an agreement to receive use of city property, services and equipment from WINSTED for the Summer Festival; and

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. WINSTED shall provide to the CHAMBER, the use of Mill Reserve Park, a/k/a Lake Park ("Park") for activities of the Summer Festival.

2. CHAMBER shall pay to WINSTED any pay accrued by WINSTED'S Police Chief and Police Officers directly related to the Summer Festival event dates.

3. WINSTED will agree to provide, pay for and insure one firework display during the Summer Festival, only upon the condition that the CHAMBER raise funds and pay said funds to WINSTED in a timely manner, in order to meet any contract provisions with the vendor of the proposed firework display. CHAMBER shall use every reasonable effort to raise funds to pay for said firework display. If the required funds are not raised, WINSTED reserves the right to cancel the firework display in its entirety or modify contract provisions with the firework display vendor. In the event a firework display is contracted, WINSTED will obtain liability insurance with a
minimum coverage of one million dollars ($1,000,000.00), naming CHAMBER as additional insured, and provide a written binder evidencing same to CHAMBER.

4. CHAMBER shall pay to WINSTED $220.00 for WINSTED'S administrative staff time.

5. CHAMBER shall pay to WINSTED any pay accrued by WINSTED'S Public Works staff or its vendors directly related to the Summer Festival event dates. In addition, CHAMBER shall pay for any services provided by the Winsted Volunteer Fire Department directly related to the Summer Festival event dates. Since the specific work cannot be predicted, said costs of work or services will be based on WINSTED'S 2019 Fee Schedule or billed per each individual vendor's rate. A copy of said schedule is attached hereto and incorporated by reference as Exhibit "A." Furthermore, both parties agree that WINSTED will provide available equipment such as a parade/float trailer and a trailer with a train. The costs of use of such equipment will be based on the above referenced fee schedule.

CHAMBER shall hold harmless and indemnify WINSTED, its employees, officials, volunteers, and agents from any and all claims, actions, damages or injuries of any nature whatsoever, to property or persons, including reasonable attorney's fees resulting from WINSTED'S providing a firework display, use of property, services, and equipment for the Summer Festival. CHAMBER shall obtain insurance coverage for the Summer Festival, for all risks with a minimum policy limit of one million dollars ($1,000,000) and name WINSTED as an additional insured, and provide WINSTED (i.e. the City Clerk) with a written binder.

6. Any amendments to this Agreement must be made in writing.

7. CHAMBER must, at all times, be in compliance with all laws of the State of Minnesota, US Government and the City of Winsted.
8. This Agreement is binding upon the parties hereto and no assignment on the part of CHAMBER is allowed.

9. If any term or condition of this Agreement is found to be unconstitutional or unenforceable due to inconsistency with the laws of the State of Minnesota or the United States Government, all other terms and conditions contained herein shall remain in full force and effect.

10. This agreement shall be bound by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the dates specified below.

CITY OF WINSTED

Dated:__________________________

By ____________________________

Steve Stotko, Its Mayor

Dated:__________________________

By ____________________________

Raquel Kirchoff, Its City Clerk-Treasurer

WINSTED AREA CHAMBER OF COMMERCE

Dated:__________________________

By ____________________________

Sara Fasching, Its President
ORDINANCE NO. O-19-01

AN ORDINANCE ESTABLISHING THE CITY OF WINSTED
FISCAL YEAR 2019 FEE SCHEDULE.

THE CITY OF WINSTED DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. MODIFICATION OF THE FEE SCHEDULE. The Municipal Code of the City of Winsted is hereby amended by the repeal of section 106.001, and the substitution therefore of the following:

106.001. FEE SCHEDULE. The City Council of the City of Winsted hereby adopts a Fee Schedule setting forth fees for City services, licenses, permits and/or any other items not otherwise designated, as follows:

<table>
<thead>
<tr>
<th>PLANNING &amp; ZONING</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VARIANCE</td>
<td>$275.00</td>
</tr>
<tr>
<td>CONDITIONAL USE PERMIT</td>
<td>$275.00</td>
</tr>
<tr>
<td>RE-ZONING</td>
<td>$551.00</td>
</tr>
<tr>
<td>MAJOR SUBDIVISION</td>
<td>$1,102.00</td>
</tr>
<tr>
<td>MINOR SUBDIVISION</td>
<td>$110.00</td>
</tr>
<tr>
<td>SITE PLAN REVIEW</td>
<td>$138.00</td>
</tr>
<tr>
<td>ORDINANCE AMENDMENT</td>
<td>$330.00</td>
</tr>
<tr>
<td>COMPREHENSIVE PLAN AMENDMENT</td>
<td>$551.00</td>
</tr>
<tr>
<td>CONCEPT PLAN REVIEW</td>
<td>$275.00</td>
</tr>
<tr>
<td>PARK DEDICATION – PER UNIT</td>
<td>$1,322.00</td>
</tr>
<tr>
<td>PARK DEDICATION – PER ACRE - C/I</td>
<td>$1,542.00</td>
</tr>
<tr>
<td>ANNEXATION</td>
<td>$3,305.00</td>
</tr>
<tr>
<td>FENCE PERMIT</td>
<td>$44.00</td>
</tr>
<tr>
<td>SIGN PERMIT</td>
<td>$54.00</td>
</tr>
<tr>
<td>SIGN IMPOUNDMENT FEE</td>
<td>$54.00</td>
</tr>
<tr>
<td>ADMINISTRATIVE PERMIT</td>
<td>$55.00</td>
</tr>
<tr>
<td>ALTERNATIVE ENERGY PERMIT</td>
<td>$33.00</td>
</tr>
<tr>
<td>EXTERNAL SOLID FUEL-FIRED HEATING DEVICE PERMIT</td>
<td>$33.00</td>
</tr>
<tr>
<td>ZONING LETTER</td>
<td>$55.00</td>
</tr>
<tr>
<td>MUNICIPAL DEVELOPMENT GROUP REVIEW</td>
<td>PER CONTRACT</td>
</tr>
<tr>
<td>BOLTON &amp; MENK REVIEW</td>
<td>PER CONTRACT</td>
</tr>
<tr>
<td>PLANNED UNIT DEVELOPMENT</td>
<td>$551.00</td>
</tr>
<tr>
<td>DRAINAGE AND/OR UTILITY EASEMENT VACATION</td>
<td>$441.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ANIMAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DOG LICENSES</td>
<td>$10.00</td>
</tr>
<tr>
<td>REPLACEMENT DOG LICENSES</td>
<td>$5.00</td>
</tr>
<tr>
<td>NO DOG LICENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>IMPOUND FEE</strong></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>-----</td>
</tr>
<tr>
<td><strong>WITH LICENSE</strong></td>
<td>$25 + Vet Charges</td>
</tr>
<tr>
<td><strong>WITHOUT LICENSE</strong></td>
<td>$100 + Vet Charges</td>
</tr>
<tr>
<td><strong>DOG BARKING</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FIRST OFFENSE</strong></td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>SECOND OFFENSE</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>THIRD OFFENSE</strong></td>
<td>COURT DATE</td>
</tr>
<tr>
<td><strong>DOG-AT-LARGE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FIRST OFFENSE</strong></td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>SECOND OFFENSE</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>THIRD OFFENSE</strong></td>
<td>COURT DATE</td>
</tr>
<tr>
<td><strong>KEEPING A KENNEL</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FIRST OFFENSE</strong></td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>SECOND OFFENSE</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>THIRD OFFENSE</strong></td>
<td>COURT DATE</td>
</tr>
<tr>
<td><strong>FAILURE TO CLEAN-UP PET FECES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FIRST OFFENSE</strong></td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>SECOND OFFENSE</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>THIRD OFFENSE</strong></td>
<td>COURT DATE</td>
</tr>
<tr>
<td><strong>DISEASED ANIMAL TERMINATION</strong></td>
<td>$79.00</td>
</tr>
<tr>
<td><strong>OTHER, NOT SPECIFIED</strong></td>
<td>IMPOUNDMENT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LIQUOR, ON-SALE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ON-SALE LIQUOR LICENSE</strong></td>
<td>$2,600.00</td>
</tr>
<tr>
<td><strong>CLUB LIQUOR LICENSE</strong></td>
<td></td>
</tr>
<tr>
<td>Under 200 MEMBERS</td>
<td>$300.00</td>
</tr>
<tr>
<td>201 – 500 MEMBERS</td>
<td>$500.00</td>
</tr>
<tr>
<td>501 – 1,000 MEMBERS</td>
<td>$650.00</td>
</tr>
<tr>
<td>1,001 – 2,000 MEMBERS</td>
<td>$800.00</td>
</tr>
<tr>
<td>2,001 – 4,000 MEMBERS</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4,001 – 6,000 MEMBERS</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>6,000 OR MORE MEMBERS</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>SUNDAY LIQUOR LICENSE</strong></td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>3.2 PERCENT MALT LIQUOR</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>3.2 PERCENT MALT LIQUOR, PER DAY</strong></td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>1 TO 4-DAY TEMPORARY LIQUOR LICENSE, PER DAY</strong></td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>BREW PUB</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>BREW PUB, SUNDAY</strong></td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>BREWER, TAPROOM</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>BREWER, TAPROOM, SUNDAY</strong></td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>MICRODISTILLERIES, (COCKTAIL ROOM)</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td>Category</td>
<td>Fee</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td><strong>WINE</strong></td>
<td></td>
</tr>
<tr>
<td>CULINARY CLASS</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>LIQUOR, OFF-SALE</strong></td>
<td></td>
</tr>
<tr>
<td>OFF-SALE LIQUOR LICENSE</td>
<td>$200.00</td>
</tr>
<tr>
<td>OFF-SALE LIQUOR LICENSE, BEST PRACTICES PARTICIPANT</td>
<td>$100.00</td>
</tr>
<tr>
<td>3.2 PERCENT MALT LIQUOR LICENSE</td>
<td>$200.00</td>
</tr>
<tr>
<td>BREW PUB</td>
<td>$200.00</td>
</tr>
<tr>
<td>BREWER</td>
<td>$200.00</td>
</tr>
<tr>
<td>SMALL BREWER</td>
<td>$200.00</td>
</tr>
<tr>
<td>SMALL BREWER, GROWLERS</td>
<td>$100.00</td>
</tr>
<tr>
<td>MICRODISTILLERIES</td>
<td>$200.00</td>
</tr>
<tr>
<td>1 TO 4-DAY WINE, PER DAY</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>LIQUOR, OTHER</strong></td>
<td></td>
</tr>
<tr>
<td>CONSUMPTION AND DISPLAY PERMIT</td>
<td>$300.00</td>
</tr>
<tr>
<td>1 TO 4 DAY TEMPORARY CONSUMPTION &amp; DISPLAY PERMIT, PER DAY</td>
<td>$25.00</td>
</tr>
<tr>
<td>CATERER PERMIT, PER DAY</td>
<td>$75.00</td>
</tr>
<tr>
<td>LIQUOR ORDINANCE SEMINAR, RESCHEDULE</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>TOBACCO</strong></td>
<td></td>
</tr>
<tr>
<td>TOBACCO LICENSE FEE</td>
<td>$53.00</td>
</tr>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
</tr>
<tr>
<td>STREET SWEEPING, PER HOUR (MIN. 1 HOUR)</td>
<td>$200.00</td>
</tr>
<tr>
<td>TRUCK/SANDING, PER HOUR (MIN. 1 HOUR)</td>
<td>$150.00</td>
</tr>
<tr>
<td>SAND/SALT</td>
<td>MARKET RATE + HOURLY MAIN.</td>
</tr>
<tr>
<td>PAYLOADER, PER HOUR (MIN. 1 HOUR)</td>
<td>$200.00</td>
</tr>
<tr>
<td>BACKHOE, PER HOUR (MIN. 1 HOUR)</td>
<td>$200.00</td>
</tr>
<tr>
<td>TELEVISIONED INSPECTION, PER HOUR (MIN. 1 HOUR)</td>
<td>$200.00</td>
</tr>
<tr>
<td>JETTER, PER HOUR (MIN. 1 HOUR)</td>
<td>$250.00</td>
</tr>
<tr>
<td>CONVEYANCE VAC, PER HOUR (MIN. 1 HOUR)</td>
<td>$250.00</td>
</tr>
<tr>
<td>CONES, NON-CITY SPONSORED EVENTS, PER CONE, PER DAY</td>
<td>$2.00</td>
</tr>
<tr>
<td>PICNIC TABLE TRANSFER FEE, PER TABLE (PUBLIC PROPERTY ONLY)</td>
<td>$10.00 + HOURLY MAIN.</td>
</tr>
<tr>
<td>HOURLY MAINTENANCE, PER EMPLOYEE (MIN. 1 HOUR)</td>
<td>$53.00</td>
</tr>
<tr>
<td>MISC. EQUIPMENT, PER HOUR (MIN. 1 HOUR)</td>
<td>$50.00</td>
</tr>
<tr>
<td>CURB CUT PERMIT</td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>WATER &amp; SEWER</strong></td>
<td></td>
</tr>
<tr>
<td>METER INSPECTION</td>
<td>$37.00</td>
</tr>
<tr>
<td>WATER &amp; SEWER INSPECTION</td>
<td>$80.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Market Rate</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Second Water Meter (Outside Only, Permit Required)</td>
<td>Market Rate</td>
</tr>
<tr>
<td>Second Meter Minimum, Per Month</td>
<td>$2.00</td>
</tr>
<tr>
<td>Meter - Standard</td>
<td>Market Rate</td>
</tr>
<tr>
<td>- Larger Than 3/4&quot;</td>
<td>Market Rate</td>
</tr>
<tr>
<td>Water Rate, Per 1,000 Gallons</td>
<td>$3.61</td>
</tr>
<tr>
<td>Water Minimum, Per Month</td>
<td>$6.54</td>
</tr>
<tr>
<td>Maintenance Charge, Per Month</td>
<td>$2.12</td>
</tr>
<tr>
<td>Water Tap In</td>
<td>$2,653.00</td>
</tr>
<tr>
<td>Clean Water Lines</td>
<td></td>
</tr>
<tr>
<td>First Hour</td>
<td>$159.00</td>
</tr>
<tr>
<td>Each Additional Hour</td>
<td>$52.00</td>
</tr>
<tr>
<td>Sewer Tap In</td>
<td>$3,502.00</td>
</tr>
<tr>
<td>Sewer Rate, Per 1,000 Gallons</td>
<td>$14.29</td>
</tr>
<tr>
<td>Sewer Minimum, Per Month</td>
<td>$11.11</td>
</tr>
<tr>
<td>Water Disconnect Notice</td>
<td>$53.00</td>
</tr>
<tr>
<td>Water Disconnect</td>
<td>$106.00</td>
</tr>
<tr>
<td>Water Reconnect</td>
<td>$106.00</td>
</tr>
<tr>
<td>Service Charge for Delinquency, Per Month</td>
<td>$53.00</td>
</tr>
<tr>
<td>Valve Service - Water</td>
<td>$53.00</td>
</tr>
<tr>
<td>Trunk Line Assessment Rates</td>
<td>$4,776.00</td>
</tr>
<tr>
<td>Mandatory Emergency Water Conservation Violation</td>
<td>$60.00</td>
</tr>
<tr>
<td>Late Payment Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Illegal Sanitary Sewer Discharge, Per Month</td>
<td>$106.00</td>
</tr>
<tr>
<td>Hauled Wastewater Discharge Permit - Annual</td>
<td>$100.00</td>
</tr>
<tr>
<td>Residential Septic Tank Discharge</td>
<td>$48.99/1,000 gallons</td>
</tr>
<tr>
<td>Residential Holding Tank Discharge</td>
<td>$35/1,000 gallons</td>
</tr>
<tr>
<td>Industrial Holding Tank Discharge</td>
<td>$50/1,000 gallons</td>
</tr>
<tr>
<td>Building Inspection</td>
<td></td>
</tr>
<tr>
<td>RENTAL HOUSING PERMIT, PER DWELLING</td>
<td>$52.00</td>
</tr>
<tr>
<td>RENTAL HOUSING PERMIT TRANSFER</td>
<td></td>
</tr>
<tr>
<td>One (1) Dwelling Unit</td>
<td>$27.00</td>
</tr>
<tr>
<td>Multi-Dwelling Unit</td>
<td>$53.00</td>
</tr>
<tr>
<td>NEW RESIDENTIAL CONSTRUCTION LANDSCAPING ESCROW</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Trespassing</td>
<td></td>
</tr>
<tr>
<td>First Offense</td>
<td>$60.00</td>
</tr>
<tr>
<td>Second Offense</td>
<td>$100.00</td>
</tr>
<tr>
<td>Third Offense</td>
<td></td>
</tr>
<tr>
<td>Discharge of a Deadly Weapon</td>
<td></td>
</tr>
<tr>
<td>Offense Description</td>
<td>First Offense</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>SECOND OFFENSE</td>
<td>$100.00</td>
</tr>
<tr>
<td>THIRD OFFENSE</td>
<td></td>
</tr>
<tr>
<td>VIOLATION OF CITY PARKS AND RECREATION AREAS RULES OF CONDUCT</td>
<td>$60.00</td>
</tr>
<tr>
<td>LOITERING</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>FAILURE TO REMOVE BLIGHT</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>FAILURE TO REMOVE SNOW AND ICE FROM AN ADJOINING SIDEWALKS</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>DEPOSITING LEAVES, RUBBISH OR OTHER MATERIALS ONTO A CITY STREET</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>BURNING OF TRASH, REFUSE, RUBBISH OR OTHER MATERIALS</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>PEDDLING WITHOUT A PERMIT</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>FIREWORKS VIOLATION (POSSESSION OR USE)</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>TRAFFIC VIOLATIONS</td>
<td></td>
</tr>
<tr>
<td>SPEED</td>
<td>$60.00</td>
</tr>
<tr>
<td>EXHIBITION DRIVING</td>
<td>$60.00</td>
</tr>
<tr>
<td>UNREASONABLE ACCELERATION</td>
<td>$60.00</td>
</tr>
<tr>
<td>STOP SIGN</td>
<td>$60.00</td>
</tr>
<tr>
<td>EQUIPMENT VIOLATION</td>
<td>$60.00</td>
</tr>
<tr>
<td>PARKING VIOLATIONS</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>FIRE LANE</td>
<td>$35.00</td>
</tr>
<tr>
<td>SNOWBIRD</td>
<td>$35.00</td>
</tr>
<tr>
<td>BLOCKING FIRE HYDRANT</td>
<td>$35.00</td>
</tr>
<tr>
<td>NO PARKING: 2:00 A.M. – 6:00 A.M.</td>
<td>$20.00</td>
</tr>
<tr>
<td>OTHER PARKING VIOLATION</td>
<td>$35.00</td>
</tr>
<tr>
<td>PUBLIC NUISANCES</td>
<td></td>
</tr>
<tr>
<td>WEEDS &amp; BLIGHT</td>
<td>$105.00</td>
</tr>
<tr>
<td>AMPLIFIED SOUND IN MOTOR VEHICLE</td>
<td>$60.00</td>
</tr>
<tr>
<td>LOUD PARTY</td>
<td>$101.00</td>
</tr>
<tr>
<td>CURFEW VIOLATION</td>
<td>$35.00</td>
</tr>
<tr>
<td>DUMPING TRASH</td>
<td></td>
</tr>
<tr>
<td>SMALL</td>
<td>$73.00</td>
</tr>
<tr>
<td>LARGE</td>
<td>$225.00</td>
</tr>
<tr>
<td>OPEN FIRE VIOLATION</td>
<td>$55.00</td>
</tr>
<tr>
<td>SNOWMOBILE/ATV/UTV/GOLF CART VIOLATION</td>
<td>$60.00</td>
</tr>
<tr>
<td>OTHER, NOT SPECIFIED</td>
<td></td>
</tr>
<tr>
<td>FIRST OFFENSE</td>
<td>$60.00</td>
</tr>
<tr>
<td>SECOND OFFENSE</td>
<td>$100.00</td>
</tr>
<tr>
<td>THIRD OFFENSE</td>
<td>COURT DATE</td>
</tr>
<tr>
<td>POLICE REPORTS, PER PAGE</td>
<td></td>
</tr>
<tr>
<td>POLICE PHOTOGRAPH</td>
<td>$0.25</td>
</tr>
<tr>
<td>COPIES OF DVD'S/CD'S</td>
<td>$5.00</td>
</tr>
<tr>
<td>POLICE TRANSCRIPT-PER HOUR</td>
<td></td>
</tr>
<tr>
<td>VEHICLE IMPOUND FEE</td>
<td>$30.00</td>
</tr>
<tr>
<td>VEHICLE STORAGE FEE - IMPOUND, PER DAY</td>
<td>$100.00</td>
</tr>
<tr>
<td>PRELIMINARY BREATH TESTING (FOR LOCAL RESIDENTS)</td>
<td></td>
</tr>
<tr>
<td>PER TEST</td>
<td>$5.00</td>
</tr>
<tr>
<td>PER WEEK</td>
<td>$25.00</td>
</tr>
<tr>
<td>CIVIL STANDBY, PER HOUR (MIN. 1 HOUR)</td>
<td></td>
</tr>
<tr>
<td>POLICE SECURITY (LICENSED), PER HOUR (MIN. 1 HOUR)</td>
<td>$65.00</td>
</tr>
<tr>
<td>POLICE SECURITY (NON-LICENSED), PER HOUR (MIN. 1 HOUR)</td>
<td>$25.00</td>
</tr>
<tr>
<td>COURT APPEARANCE, PER APPEARANCE (MIN. 3 HOURS)</td>
<td>OFFICER O.T. RATE + MILEAGE</td>
</tr>
<tr>
<td>HAY RIDE PERMIT FEE</td>
<td></td>
</tr>
<tr>
<td>MOTORIZED GOLF CART PERMIT</td>
<td></td>
</tr>
</tbody>
</table>

**WINSTED VOLUNTEER FIRE DEPARTMENT (WVFD)**

<p>| WVFD REPORTS, PER PAGE                          | $0.25 |
| COURT APPEARANCE, PER HOUR (MIN. 3 HOURS)      | $50.00|
| &quot;PER UNIT&quot; FIRE PROTECTION FEE                  | $142.00|</p>
<table>
<thead>
<tr>
<th><strong>AIRPORT</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL IMPROVEMENT FEE</td>
<td>$200.00</td>
</tr>
<tr>
<td>FUEL FEE, PER GALLON</td>
<td>MARKET RATE</td>
</tr>
<tr>
<td>HANGAR LEASE-PER SQUARE FOOT</td>
<td>$0.18</td>
</tr>
<tr>
<td>LATE PAYMENT FEE, PER MONTH</td>
<td>$10.00</td>
</tr>
<tr>
<td>HANGAR SWAP FEE</td>
<td>$75.00</td>
</tr>
<tr>
<td>LEASE INITIATION FEE</td>
<td>$75.00</td>
</tr>
<tr>
<td>UTILITY SURCHARGE (NEW SERVICE)</td>
<td>$750.00</td>
</tr>
<tr>
<td>AIRPORT ACCESS FEE (NEW HANGAR)</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>GENERAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIAL CITY COUNCIL MEETING</td>
<td>$400.00</td>
</tr>
<tr>
<td>SPECIAL PLANNING COMMISSION MEETING</td>
<td>$200.00</td>
</tr>
<tr>
<td>PARK SHELTER RESERVATION</td>
<td>$25.00</td>
</tr>
<tr>
<td>PARK CAMPING PERMIT</td>
<td>$25.00</td>
</tr>
<tr>
<td>DANCE PERMIT</td>
<td></td>
</tr>
<tr>
<td>PER DANCE</td>
<td>$10.00</td>
</tr>
<tr>
<td>PER YEAR</td>
<td>$150.00</td>
</tr>
<tr>
<td>COPIES, PER PAGE</td>
<td>$0.25</td>
</tr>
<tr>
<td>COLOR COPIES, PER PAGE</td>
<td>$1.00</td>
</tr>
<tr>
<td>FAX TRANSMISSIONS, PER PAGE</td>
<td>$1.00</td>
</tr>
<tr>
<td>SCANNED DOCUMENT, PER PAGE</td>
<td>$0.25</td>
</tr>
<tr>
<td>NSF CHARGE</td>
<td>$30.00</td>
</tr>
<tr>
<td>WEEDS AND GRASS ADMINISTRATIVE FEE</td>
<td>$80.00</td>
</tr>
<tr>
<td>PARK CAPITAL IMPROVEMENT FEE, PER MONTH</td>
<td>$1.74</td>
</tr>
<tr>
<td>CLEANING FEE PER HOUR, CITY HALL</td>
<td>$29.00</td>
</tr>
<tr>
<td>EARLY PAYMENT REQUEST PROCESSING FEE</td>
<td>1% or $5.00, whichever greater</td>
</tr>
<tr>
<td>DOCK PERMIT, ANNUAL</td>
<td>$37.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VOLLMER ROOM RENTAL</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PER HOUR</td>
<td>$32.00</td>
</tr>
<tr>
<td>PER DAY</td>
<td>$159.00</td>
</tr>
<tr>
<td>DAMAGE DEPOSIT</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CITY STORAGE RENTAL FEE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PER MONTH</td>
<td>$10.00</td>
</tr>
<tr>
<td>PER YEAR</td>
<td>$100.00</td>
</tr>
<tr>
<td>DAMAGE DEPOSIT</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OTHER CITY FACILITY RENTAL FEE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PER DAY</td>
<td>$27.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ELECTION EQUIPMENT RENTAL FEE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BALLOT COUNTING MACHINE, PER DAY</td>
<td>$250.00</td>
</tr>
<tr>
<td>BALLOT MARKING MACHINE, PER DAY</td>
<td>$250.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>BALLOT BOX, PER DAY</td>
<td>$200.00</td>
</tr>
<tr>
<td>ELECTRONIC POLL BOOKS, PER BOOK</td>
<td>$150.00</td>
</tr>
<tr>
<td>PEDDLER’S PERMIT/TRANSIENT MERCHANTS</td>
<td></td>
</tr>
<tr>
<td>DAY</td>
<td>$15.00</td>
</tr>
<tr>
<td>WEEK</td>
<td>$40.00</td>
</tr>
<tr>
<td>YEAR</td>
<td>$125.00</td>
</tr>
<tr>
<td>BACKGROUND INVESTIGATION</td>
<td></td>
</tr>
<tr>
<td>BASIC FEE</td>
<td>$52.00</td>
</tr>
<tr>
<td>PAWNBROKER</td>
<td>$500.00</td>
</tr>
<tr>
<td>PRECIOUS METAL DEALER</td>
<td>$500.00</td>
</tr>
<tr>
<td>PAWNBROKER LICENSE FEE</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>PRECIOUS METAL DEALER LICENSE FEE</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>RIGHT-OF-WAY ACCESS PERMIT</td>
<td></td>
</tr>
<tr>
<td>EXCAVATIONS AND GRADING</td>
<td>$300.00</td>
</tr>
<tr>
<td>NON-EXCAVATION (INCLUDING LANDSCAPING AND DRIVEWAY ACCESS)</td>
<td>$150.00</td>
</tr>
<tr>
<td>SOLID WASTE HAULER LICENSE</td>
<td>$150.00</td>
</tr>
<tr>
<td>FIREWORKS PERMIT FEE</td>
<td>$50.00</td>
</tr>
<tr>
<td>LICENSE TO OPERATE BODY ART ESTABLISHMENT</td>
<td>$250.00</td>
</tr>
<tr>
<td>TAX INCREMENT FINANCING APPLICATION FEE</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>TAX ABATEMENT APPLICATION FEE</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**SECTION 2. EFFECTIVE DATE OF FEE SCHEDULE.** The effective date of the new 2019 fiscal year fee schedule is January 4, 2019.

**SECTION 3. EFFECTIVE DATE OF ORDINANCE.** The effective date of this Ordinance shall be after its adoption and publication, according to law.

**SECTION 4. SUMMARY APPROVED.** The Council hereby determines that the text of the summary of this ordinance marked “Official Summary of Ordinance No.0-19-01,” 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.
SECTION 5. REPEAL. To the extent any other Ordinance of the City of Winsted is inconsistent herewith, the same is repealed.


________________________
Steve Stotko, Mayor

Attest:

________________________
Raquel Kirchoff, City Clerk-Treasurer