

***** AMENDED AGENDA *****



CITY COUNCIL – WORK SESSION AGENDA

Tuesday, June 6, 2023

5:00 p.m.

Vollmer 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.** Downtown Lighting Repair Options
- III. **5:20 p.m.** Juneteenth Holiday Observance
- IV. **5:30 p.m.** City Council Meeting Schedule – July, 2023*
- V. **5:40 p.m.** **Winsted Municipal Airport – Change Order No. One (1) – Snow Removal Equipment (SRE)**
- VI. **5:45 p.m.** Other
- VII. **5:55 p.m.** Adjourn

* Denotes no supporting information included in the packet.

Winsted City Hall

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

~ The Vollmer Room is located on the north side of the lower level of Winsted City Hall ~

Memo



To: Mayor and Council Members
From: Adam Birkholz, Interim City Administrator
Date: June 6, 2023
Re: Downtown Lighting Repair Options

In 2017, as part of the annual City Council Goal Setting Retreat, the Council directed City staff to explore the rehabilitation of the light poles located in the downtown area, including the repair or replacement of the underlying electrical services. In 2022, the Council directed City staff to begin the evaluation and redevelopment process for the street lighting located within the downtown area. The evaluation was focused on the repair or replacement of the underlying electrical services.

During this process, CR Electric researched each of the thirty-four (34) downtown light poles and wiring to determine which poles have been repaired in the past, as some poles had direct burial wiring replaced with PVC conduit and new wire. This was a past practice when sections of sidewalk were replaced. CR Electric estimated that a percentage of the fixtures have new conduit and wiring, while the remaining fixtures still had old, direct burial wires. During their recent inspection, it was found that some of the areas had not been repaired as anticipated.

Recently, per the request of City staff, CR Electric provided a quote in the amount of \$34,500 to supply and install thirty-three (33) new, premium LED street light fixtures on the existing light poles, with the existing wiring. This price is based on an average cost for fixtures that have been utilized in other cities. This would be an optional expenditure; however, rebates are currently available for retro-fitting LED fixtures. In 2017, City staff had authorized Millerbernd Manufacturing to remove and refurbish a single light pole and light fixture, located on the east side of the intersection of 1st Street North and Andy Avenue West, to improve the understanding of refurbishment and associated costs. This fixture is not included in the optional quote.

In addition to the optional quote for new light fixtures, CR Electric provided a quote to repair or replace underground wiring that is beginning to fail between the individual light poles. In order to install the new wiring, CR Electric would sub-contract with a company to bore electrical conduit underground between the light poles to provide an electrical-rated raceway for the updated wiring.

There are currently three (3) photo eyes installed in the downtown area. Each photo eye supports a section of street lights in the area surrounding the photo eye (see attached maps). Based on the findings and light locations, CR Electric provided a project quote (see attached) to repair the downtown lighting. A summary of the project costs is included in the chart below:

	Photo Eye No. 1	Photo Eye No. 2	Photo Eye No. 3	
Photo Eye Location	Basketball Court	Main Ave. & 2 nd St. N.	1 st St. N. & Winsted Ave.	
Number of Street Lights Served	12	11	11	34
Total Linear Footage Served	2,231 feet	1,757 feet	1730 feet	5,718 feet
Part 1 Base Price	\$15,000	\$13,750	\$13,750	\$42,500
Part 2 Base Price	\$33,465	\$26,355	\$25,950	\$85,770
TOTALS	\$48,465	\$40,105	\$39,700	\$128,270

CR Electric has gone through each pole and checked connections to get as many lights working as possible. There are currently three (3) fixtures with inoperative wiring. The lights that are not working, have had all wires compromised and are beyond repair. In addition, several locations have required wires to be spliced together to allow the main lights to work in conjunction with the seasonal Christmas lights.

It was also noted that a number of light poles are in disrepair and CR Electric made a recommendation to allow Millerbernd Manufacturing to weigh-in on the project, as they may be able to provide new or refurbished poles, and light fixtures that could be installed by CR Electric. Each pole will have to be inspected and repaired or replaced on a case by case basis. City staff met with representatives of Millerbernd in 2017 to review a recently refurbished light pole. During the meeting, the group discussed the advantages and disadvantages of the refurbishment process. Although the City could realize some cost savings through refurbishment, the final product displayed much of the normal damage and wear anticipated for a nearly 40-year-old light pole. Millerbernd staff considered the extension of the useful life of each light pole at approximately 15 years, depending upon the condition of the individual light pole. Based on the cost estimates and life expectancies for different refurbishment and replacement options, City staff had estimated the cost of new light poles to be similar to the cost of refurbished light poles at that time.

CR Electric has been in communication with Anderson Underground to contract for the installation of the conduit. Anderson Underground could be subcontracted with CR Electric or a direct contract could be made with the City of Winsted. It is their collective recommendation to bore in sections at a time, replace the electrical for the affected poles, and continue with these phases until the repairs and installations are complete. This method would accommodate the contractor's work schedules and allow the project to move forward.

The quote from CR Electric includes the removal of hard surfaces in all of the project areas; however, the City of Winsted would be required to secure a contractor to replace the hard surfaces in all areas where surface removal is warranted.

The Adopted 2023 Budget includes \$150,000 for the proposed downtown lighting project. Any overages would need to be accounted for through the Streets Capital Improvement Plan (CIP) fund balance. The proposed project scope includes the cost of the wiring repairs in the amount of \$128,270; the optional light fixtures in the amount of \$34,500; and hard surface replacement as quoted or approximated.

Given the similar costs for new versus refurbished light poles that were obtained in the past and the appearance issues with the refurbished product, City staff recommends the Council authorize City staff to obtain an additional quote to purchase new light poles rather than refurbishing the existing infrastructure; and install the new light poles, as needed. Once a quote is obtained for the light poles, the City Council can review the funding available for the entire project and consider approving the project at a future City Council meeting.

Attachments:

- A. Quote - CR Electric, Inc.
- B. Downtown Lighting Maps

CR ELECTRIC, INC.

Woman Owned Business (W)

1/2

5/23/2023

6874 230th St. Winsted, MN
1-320-485-3176
Fax 1-320-485-4695

CITY OF WINSTED
UPTOWN LIGHTING

TOTAL OF ESTIMATE: **See Breakdown pg.2**

LABOR
MATERIAL
MN STATE INSPECTION
**NO PRIVATE INSPECTIONS

TERMS

10% OF BID DUE AT SIGNING OF CONTRACT
60% OF BID DUE AT START OF JOB
FINAL 30% OF BID DUE UPON FINAL OF JOB
PRICE IS GUARANTEED FOR 30 DAYS FROM BID DATE.
WORKMANSHIP WARRANTY - 1 YEAR FROM COMPLETION DATE
MATERIAL WARRANTY - PER MANUFACTURER

THIS QUOTATION IS SUBJECT TO CORRECTION FOR CLERICAL ERRORS.
ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE
COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD
PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS
INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS,
INDUSTRY MATERIAL COSTS ARE EXTREMELY VOLATILE AT THIS TIME,
ANY PRICE INCREASES OR DECREASES WILL BE BILLED TO CUSTOMER
BASED ON COST OF MATERIAL AND WILL BECOME AN EXTRA CHARGE OVER
AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS,
PRODUCT DELAYS, OR WEATHER DELAYS BEYOND OUR CONTROL
OWNER TO CARRY FIRE, TORNADO, AND OTHER
NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY
WORKMAN'S COMPENSATION INSURANCE.

ACCEPTANCE OF PROPOSAL

THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY
AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE
WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

**TO ENSURE PROPER SCHEDULING, RETURN SIGNED COPY PROMPTLY
PLEASE SIGN, DATE, AND RETURN 1 COPY
WORK WILL NOT BE SCHEDULED WITHOUT A SIGNED CONTRACT & DOWN PAYMENT**

CUSTOMER SIGNATURE
THANK YOU

DATE

CR ELECTRIC, INC.
6874 230TH ST
WINSTED, MN 55395
1-320-485-3176
1-866-485-3176
FAX 1-320-485-4695

DATE: 5/23/2023

CITY OF WINSTED
UPTOWN LIGHTING

BREAKDOWN

LED RETRO TOTAL: \$34,500
OPTION

BALLPARK PRICE FOR SUPPLY AND INSTALL OF NEW FIXTURES WITH NEW PREMIUM LED STREET LIGHTS.
(EXISTING LIGHT POLES ARE FIGURED TO REMAIN AT THIS TIME)
(INCLUDES (33) NEW FIXTURES INSTALLED & DISPOSAL OF OLD)

PART 1
BASE PRICE: **\$1,250 EACH** *(REPAIR BETWEEN 2 POLES)*

SCOPE OF WORK: **REPAIR / REPLACE UNDERGROUND WIRING THAT IS STARTING TO FAIL.**
NEW WIRES WOULD BE PULLED UNDERGROUND FROM POLE TO POLE.
UNDERGROUND BORING COMPANY TO PROVIDE ELECTRICAL RATED RACEWAY.
(PART 2 WOULD HAVE TO BE ACCEPTED TO WORK WITH PART 1)

PART 2
BASE PRICE: **See Below**

\$15 PER FOOT **SUB CONTRACT COMPANY TO BORE IN NEW UNDERGROUND ELECTRICAL CONDUIT**
BETWEEN LIGHT POLES SO WIRING CAN BE REPLACED.

(INCLUDES HARD SURFACE REMOVAL IN ALL AREAS NEEDED)

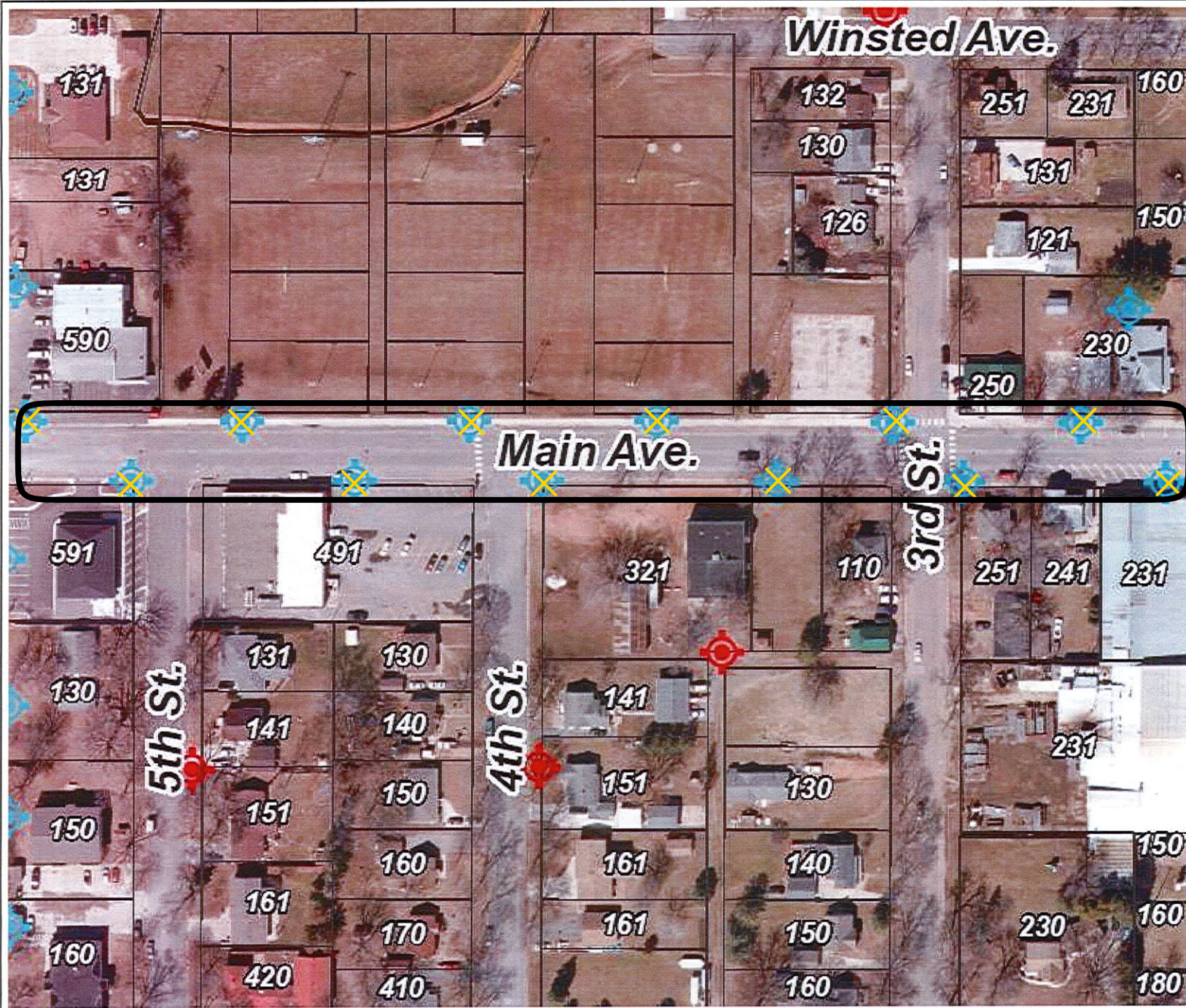
NOTE: **THE CITY OF WINSTED WOULD BE REQUIRED TO PATCH BACK IN ALL AREAS**
WHERE SURFACE REMOVAL IS DONE.

PROJECT NOTES

CR ELECTRIC HAS GONE THROUGH EACH POLE AND CHECKED CONNECTIONS TO GET AS MANY LIGHTS WORKING AS POSSIBLE. (THERE IS CURRENTLY 3 FIXTURES WITH UN-USEABLE WIRES)

ORIGINALLY THINGS WERE WIRED SO THE MAIN LIGHTS AND THE CHRISTMAS LIGHTS WERE CONTROLLED SEPARATELY FROM ONE ANOTHER. BECAUSE OF THE NUMBER OF BAD WIRES UNDERGROUND, MANY OF THESE LOCATIONS NEEDED TO HAVE WIRES SPLICED TOGETHER IN ORDER FOR THINGS TO WORK.

THE LIGHT POLES ARE FIGURED TO REMAIN AT THIS TIME. SEVERAL LOCATIONS EITHER NEED TO BE REPAIRED AND/OR REPLACED DUE TO RUST.



Legend

- Light Poles
 - City of Winsted
 - McLeod Coop
 - Xcel Energy
- City Limits
- Parcels (3/7/2023)
- Winsted_2022.img
 - Red: Layer_1
 - Green: Layer_2
 - Blue: Layer_3



- Parcels (3/7/2023)
- Winsted_2022.img
 - Red: Layer_1
 - Green: Layer_2
 - Blue: Layer_3

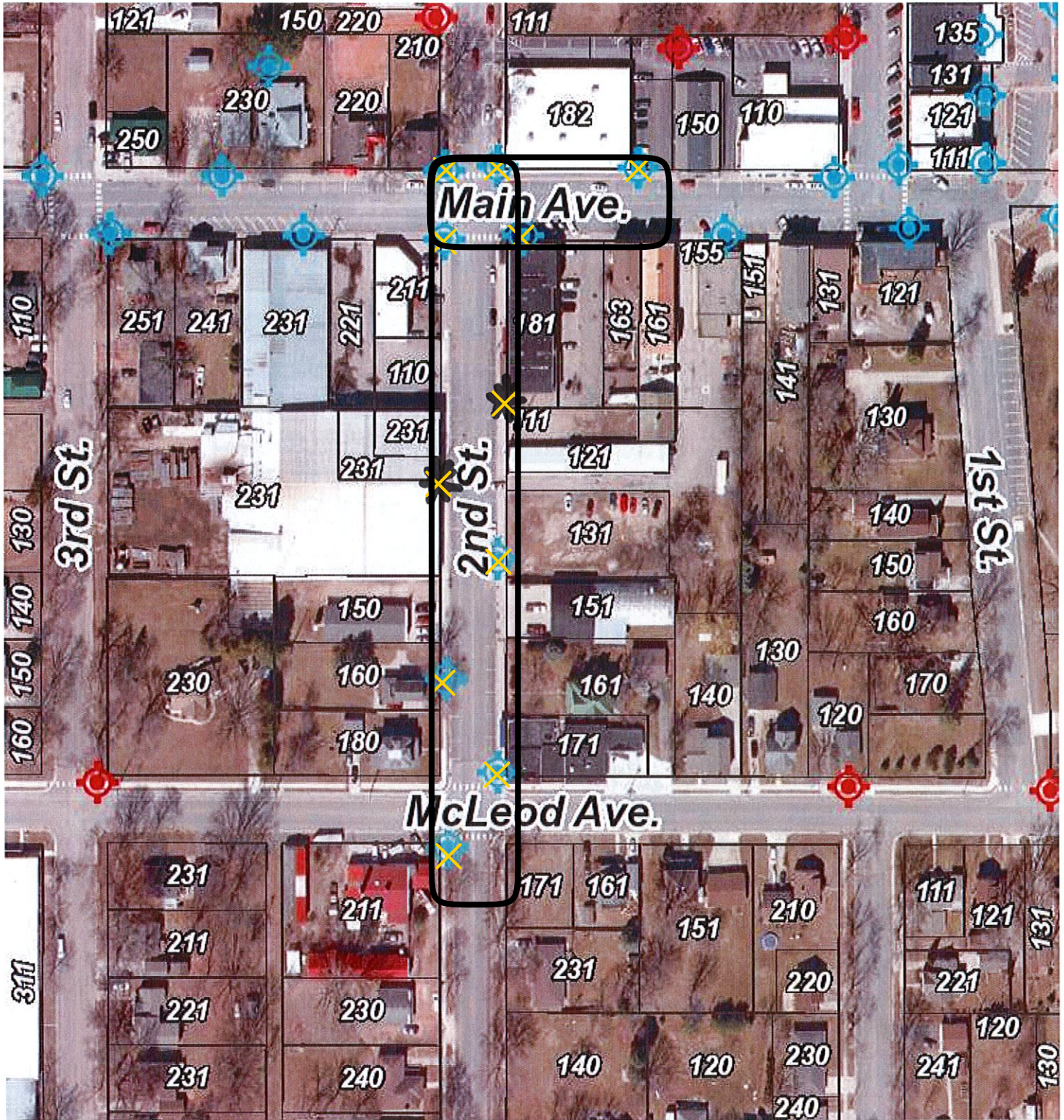
Photo Eye #1

Map Name



Disclaimer:
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Winsted is not responsible for any inaccuracies herein contained.





0 132 Feet



BOLTON & MENK

Real People. Real Solutions.

Disclaimer:

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Photo Eye #2



Map Name



0 132 Feet



BOLTON & MENK

Real People. Real Solutions.

Disclaimer:

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Photo Eye #3



Map Name



New Juneteenth Holiday Will Be Effective This Year

May 23, 2023

A provision included in the state and local government omnibus bill adjusts the previous effective date to make the holiday required this year.

A bill to establish Juneteenth as a state-recognized holiday, [HF 48](#) ([Rep. Ruth Richardson](#), DFL-Mendota Heights/[Sen. Bobby Champion](#), DFL-Minneapolis), was passed off the Senate floor on Jan. 26 with a vote of 57-8. On Feb. 2, it was passed by the House by a vote of 126-1. The bill was signed into law by Gov. Tim Walz.

The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in [HF 1830](#) ([Rep. Ginny Klevorn](#), DFL-Plymouth/[Sen. Samakab Hussein](#), DFL-St. Paul), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed.

The HF 1830 conference committee report containing the updated effective date was passed by the House and Senate and will now go to Gov. Tim Walz to be signed. Cities will need to update their existing schedules to reflect the June 19 holiday and make any necessary adjustments.

[Read more news articles](#)

Your LMC Resource

Alex Hassel

Intergovernmental Relations Representative

(651) 281-1261 or (800) 925-1122

ahassel@lmc.org

*****AMENDED AGENDA*****



**CITY COUNCIL – MEETING AGENDA
Tuesday, June 6, 2023 – 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*

2) CONSENT AGENDA

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

a) Approval of Minutes

Approve the minutes of the following:

- City Council Work Session – April 4, 2023
- City Council Regular Meeting – April 4, 2023

b) Lease Agreement - Mediacom

Approve a Lease Agreement with Mediacom Minnesota, LLC for a portion of City owned property as described in the lease Exhibit A at Fairlawn Avenue and 1st Street North.

c) Resolution R-23-13 – Winsted Municipal Airport – Maintenance and Operation Grant Contract

Adopt Resolution R-23-13, authorizing the Mayor and Interim City Administrator to execute an Airport Maintenance and Operation Grant Contract, Number 1053345, with the Minnesota Department of Transportation Office of Aeronautics, for maintenance and operation activities at the Winsted Municipal Airport for State Fiscal Year 2024 and State Fiscal Year 2025.

d) Resolution R-23-14 – Winsted Police Department Donation

Adopt Resolution R-23-14 accepting a donation from Ameriprise Financial, on behalf of Evonne Kremer, to be dedicated to the Winsted Police Department fund.

e) Resolution R-23-15 – Winsted Volunteer Fire Department Donation

Adopt Resolution R-23-15, accepting a donation from Ameriprise Financial, on behalf of Evonne Kremer, to be dedicated to the Winsted Volunteer Fire Department fund.

f) Resolution R-23-16 – Winsted Holding Activities That Unite People (WHAT UP) Contribution

Adopt Resolution R-23-16 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.

g) Resolution R-23-17 – Transfer of Funds from Airport Related Funds to the General Fund

Adopt Resolution R-23-17 authorizing the transfer of funds from Airport related funds to the General Fund.

h) Resolution R-23-18 – Transfer of Funds from Airport Related Funds to the General Fund

Adopt Resolution R-23-18 authorizing the transfer of funds from Airport related funds to the General Fund.

i) Wage Modifications*

Authorize a wage modification for Mr. Jim Lammers at Grade 7, Step 7 of the 2023 Compensation Plan effective April 4, 2023.

Authorize a one-step increase for all full-time employees that are currently at Grades 3, 6, 9 and 13 on the 2023 Compensation Plan effective April 4, 2023.

j) Claims

Approve the claims list for June 6, 2023.

k) Resignation – Winsted Volunteer Fire Department*

Accept the voluntary resignation of Mr. Travis Fiecke from the Winsted Volunteer Fire Department, effective May 16, 2023.

l) Liquor Licenses*

Approve the Off Sale, On Sale, and Sunday Liquor Licenses from July 1, 2023 through June 30, 2024 for Apehanger LLC / Keg's Bar, 121-1st Street North, contingent upon all State of Minnesota and City of Winsted requirements being met.

3) PUBLIC HEARINGS

4) OLD BUSINESS

5) NEW BUSINESS

a) Resolution R-23-19 – Winsted General Obligation (GO) Taxable Sewer Revenue Note 2023A

Consider a motion to adopt Resolution R-23-19, a resolution providing for the issuance and sale of \$200,000 General Obligation (GO) Taxable Sewer Revenue Note, Series 2023A, and pledging net revenues for the security and payment thereof.

b) Resolution R-23-20 – County Road 5 Extension Project – County State Aid Highway (CSAH) Designation

Consider a motion to adopt Resolution R-23-20, establishing certain County State Aid Highways (CSAHs) within the corporate limits of the City of Winsted.

c) County Road 5 Extension Project – Award Recommendation Letter

Consider a motion to award a contract, contingent upon the execution of an easement agreement and Transportation Economic Development Infrastructure Program (TEDI) grant agreement, in the amount of \$4,202,196.66, to Northern Lines Contracting, Incorporated, for the County Road 5 Extension Project in the City of Winsted.

d) Winsted Municipal Airport – Change Order No. One (1) – Snow Removal Equipment (SRE)

Consider a motion to authorize the Interim City Administrator to execute Change Order No. One (1), for the purchase of Snow Removal Equipment (SRE) and related equipment for the Winsted Municipal Airport from RDO Equipment Co., for a cost not to exceed \$421,546.58.

6) DEPARTMENT REPORT

a) Winsted Volunteer Fire Department (WVFD)*

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.

Winsted City Hall

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

City of Winsted
City Council Work Session
Vollmer Room
Tuesday, April 4, 2023
5:00 p.m.

Present: Mayor Steve Stotko
Council Member Jeff Albers
Council Member Jesse Cafferty
Council Member Steve Ebert
Council Member Tom Ollig

Staff Present: Mr. Adam Birkholz, Interim City Administrator
Ms. Raquel Kirchoff, City Clerk-Treasurer

I. Call to Order

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

II. Tax Abatement Request – CK Realty Group, LLC

Mr. Adam Birkholz, Interim City Administrator, stated that a tax abatement request was received from property owner CK Realty Group, LLC, regarding the improvements to the property of 591 Main Avenue West. He continued by stating that when the project was initiated in past years, the owner had inquired about tax incentives available for development; however, the project commenced without all information provided regarding the tax incentive. Once the project was completed, the owner again inquired about tax incentives, and submitted an application through the City's updated business subsidy policy.

The Economic Development Authority (EDA) has reviewed the application and recommends approval from the City Council. The next step for the City Council to consider the application for approval is to schedule a Public Hearing.

Mr. Shannon Sweeney, David Drown Associates, stated that the City's portion of the property tax at this property will increase by approximately \$4,000.00 above what the property tax was before the improvement was made to the property. Mr. Sweeney explained how the abatement would work through a reimbursement of the City's portion of increased tax on the property, stipulated by an agreement/resolution with the City and property owner for a proposed five (5) year term. The estimated amount to be reimbursed over the five (5) year period is \$20,000.00; the City would not reimburse the estimated City tax amount of \$1,600.00 that existed before the improvements to the property.

Mr. Sweeney reviewed that the City has considered tax incentives for many years when property owners make improvements to the downtown area; the City is in favor of improvements to existing, aged, commercial buildings. Mr. Birkholz stated that the impact of the improvements made and dollars invested in the building at the property are easily visible to all.

The City Council Members discussed the situation and why the application for the incentive was received after the development was completed. They supported moving forward with the Public Hearing.

Mr. Sweeney reviewed the process of tax increment financing (TIF), and how it differs from tax abatement.

III. 2023 New Construction Program

Mr. Birkholz stated that the New Home Construction Program was recently presented to the EDA for their opinion on if the City should enable the program for the year 2023. He continued by stating that the program delays water and sewer access charges on eligible homes until a certificate of occupancy is issued, and the program limits building permit fees paid for eligible homes approved by the program to \$2,000.00. Eligible homes for the program are specified within the New Construction Program Guidelines. Mr. Birkholz stated that building permit fees for new construction are based on valuation; however, the average fees for a new home are approximately \$5,000.00 - \$6,000.00. Fees in excess of \$2,000.00 that must be paid from the City to MNSPECT, LLC would be paid from the annual budgeted amount for the EDA of \$10,000.00. If that budget is exhausted, the General Fund would pay the excess fees.

The City Council Members discussed the program for the year 2023 that would allow for seven (7) houses to use the program, and requested that the limit of two (2) houses per applicant be removed. If one (1) applicant wants to apply for all seven (7) houses available, it should be allowed.

IV. 121 Baker Avenue East – Status Update

Mr. Birkholz stated that the City Attorney notified the previous property owner that the property was back in the City's possession.

Mr. Birkholz stated that at a previous EDA meeting, the EDA recommended to initiate the Request for Proposal (RFP) process again for interested parties to obtain the property and abate the blight. Since that meeting, a party that had submitted a proposal in the past requested that the EDA consider his proposal again. The EDA met at a Special Meeting on April 3, 2023 to review that proposal and recommended that the City Council move forward with drafting an agreement regarding that proposal.

Mr. Birkholz stated that the proposal is similar to the previously awarded proposal with a timeline established for the blight to be abated. He continued by stating that the proposal did include some economic development activity for the site in the future; however, this portion of the proposal will not be tied to the agreement; the agreement is strictly to remedy blighted conditions.

Mr. Birkholz stated that from a zoning perspective, the City has regulations on what the property may be used for in the future. Ordinances are in place to review use of the property in the future; the property owner would have to go through the planning and zoning process for any type of development on the property.

Mr. Birkholz stated that City staff will work with the City Attorney to prepare a purchase agreement for the City Council to consider at the April 18, 2023 City Council Meeting.

V. Other

Mayor Stotko stated that he attended the Public Cemetery Meeting and provided a summary of the discussion at the meeting.

Council Member Albers stated that he attended a Winsted Volunteer Fire Department (WVFD) Meeting on April 3, 2023. He continued by stating that there is concern on the low number of members. Mr. Birkholz provided history of membership struggles and the City Council's proactive approaches to assist the WVFD in recruitment and retention.

VI. Adjourn

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

The Work Session adjourned at 5:55 p.m.

Steve Stotko
Mayor
City of Winsted

ATTEST:

Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted

City of Winsted
City Council Meeting
Council Chambers
Tuesday, April 4, 2023
6:00 p.m.

Present: Mayor Steve Stotko
Council Member Jeff Albers
Council Member Jesse Cafferty
Council Member Steve Ebert
Council Member Tom Ollig

Staff Present: Mr. Adam Birkholz, Interim City Administrator
Ms. Raquel Kirchoff, City Clerk-Treasurer
Mr. Justin Heldt, Police Chief

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

a) The Pledge of Allegiance was recited.

2) Consent Agenda

a) Resolution R-23-08 – Schedule a Public Hearing

Adopted Resolution R-23-08, scheduling a Public Hearing for Tuesday, May 2, 2023, regarding the approval of a Tax Abatement Resolution for the purpose of assisting CK Realty Group, LLC.

b) Schedule-Special City Council Meeting – April 18, 2023

Scheduled a Special City Council Meeting, for Tuesday, April 18, 2023, starting at 1:15 p.m. for the purpose of conducting final interviews for the City Administrator position with the Work Session and Regular Meeting agenda to follow at 5:00 p.m. and 6:00 p.m.

c) Operations and Maintenance Adjustment-People Service, Incorporated

Authorized the Mayor to execute the Annual Letter of Adjustment with an increase of 6.4% to the Operation and Maintenance Agreement with People Service, Incorporated, effective May 1, 2023, for operations and maintenance at the Wastewater Treatment Facility.

~~**d) Reinstatement of the New Home Construction Program**~~

~~Approve the 2023 New Home Construction Program and authorize City staff to begin accepting applications on April 10, 2023.~~

e) Winstock Country Music Festival-Large Assembly Permit

Approved the McLeod County Large Assembly Permit for Holy Trinity's Winstock Country Music Festival on June 15, 16, 17, and 18, 2023.

f) Resolution R-23-09-2023 Winsted Police Department Bike Rodeo Donations

Adopted Resolution R-23-09 to accept donations from various donors in the amount of \$200.00 to be dedicated toward the 2023 Winsted Police Department Bike Rodeo event.

g) Dance Permit-The Blue Note

Approved a Dance Permit for the Blue Note Ballroom, 320-3rd Street South, for the Winstock Rumble event on Saturday, April 22, 2023.

h) Appointment – Full-Time Police Officer-Mr. Daniel Moonen

Appointed Mr. Daniel Moonen to the position of Full-Time Police Officer with the Winsted Police Department at Grade 7, Step 5 of the 2023 Compensation Plan.

i) Claims

Approved the claims list for April 4, 2023.

j) Contingent Offer of Employment-Full-Time Police Officer

Approved a conditional offer of employment and authorized the Interim City Administrator to execute an employment agreement with Mr. Lucas Caturia for the position of Full-Time Police Officer with the Winsted Police Department, contingent upon passing a criminal background check, psychological examination, drug and alcohol test, and the Peace Officer’s Standards Board (POST) test to become license eligible.

k) Resignation-Winsted Volunteer Fire Department-Mr. Tyler Nelson

Accepted the voluntary resignation of Mr. Tyler Nelson from the Winsted Volunteer Fire Department effective April 4, 2023.

Council Member Albers motioned to remove Item “d) Reinstatement of the New Home Construction Program” from the Consent Agenda and place it under New Business. Council Member Cafferty seconded the motion. Motion carried 5-0.

Council Member Ollig motioned to adopt the Consent Agenda. Council Member Ebert seconded the motion. Motion carried 5-0.

3) No Public Hearings

4) No Old Business

5) New Business

a) Sanitary Sewer System Cleaning

Mr. Adam Birkholz, Interim City Administrator stated that since the year 2017, the City has been budgeting for and contracting out sanitary sewer cleaning. The goal is to budget for and clean approximately twenty-five percent (25%) to thirty-three percent (33%) of the sanitary sewer lines so that everything is clean once every three (3) to four (4) years. This follows the best practices as recommended by the League of Minnesota Cities Insurance Trust (LMCIT). The activity helps to limit and/or prevent sewer backups.

The City has approximately 79,360 feet, 325 manholes and six (6) lift/pump stations within its sanitary sewer system. The City plans to clean approximately 16,000 feet in 2023, as well as televising that same amount of footage. The televising helps to see that the lines were cleaned properly during the process and provides data regarding the condition of the lines. The data from the televising is input into the City’s Geographic Information System (GIS) that is hosted by Bolton and Menk, Incorporated.

The Public Works staff obtained quotes from three (3) qualified vendors for sewer “jetting” approximate feet of sanitary sewer, which are summarized in Figure No. 1.

Figure No. 1: Quote Tabulation						
VENDOR	MOBILIZATION	BASE COST PER FOOT	ESTIMATED QUANTITY	TOTAL	OPTIONAL COST FOR TELEVISIONING	RANK
Am. Environmental LLC	\$ 750.00	\$ 1.00	16,183	\$ 16,933.00	\$ 8,091.50	1
Hydro-Klean, LLC	\$ 2,500.00	\$ 0.99	16,183	\$ 18,521.17	\$ 12,784.57	2
Ritter & Ritter, Inc.	\$ 2,050.00	\$ 1.50	16,183	\$ 26,324.50	\$ 28,320.25	3

City staff is recommending the execution of a quote with American Environmental, LLC for sanitary sewer cleaning in the amount of \$16,933.00, with the option for televising in the amount

of \$8,091.50, for an amount not to exceed \$25,100.00. The 2023 City budget for this activity is \$20,000.00; the overage would be paid from Fund 602 Sewer, which has sufficient fund balance.

Council Member Ollig motioned to authorize the Interim City Administrator to execute a quote with American Environmental, LLC for sanitary sewer cleaning in the amount of \$16,933.00, with the option for televising in the amount of \$8,091.50, for an amount not to exceed \$25,100.00. Council Member Ebert seconded the motion. Motion carried 5-0.

b) Annual Tree Trimming Plan Approval and Agreement

Mr. Birkholz stated that the City Council approved of contracting tree trimming and brush removal services beginning in 2017. The City is divided into four (4) to five (5) sections for trimming that are rotated each year. For 2023, the City has budgeted \$14,000.00 for this activity; the quote received from Solberg's Tree Service is for \$6,100.00.

Mr. Birkholz described the sections where approximately 221 boulevard trees would be trimmed.

Council Member Cafferty motioned to authorize the Interim City Administrator to execute an agreement with Solberg's Tree Service for tree trimming and brush removal in the City of Winsted, for an amount not to exceed \$6,400.00. Council Member Albers seconded the motion. Motion carried 5-0.

c) Reinstatement of the New Home Construction Program

Mr. Birkholz stated that the Economic Development Authority (EDA) recommends reinstating a previous program implemented in the years 2018-2021. The program includes the delay of Sanitary Sewer and Water access charges for new construction until the construction receives the Certificate of Occupancy. Also included is a limit on the building permit fees of \$2,000.00. The program helps to spur construction of single family and townhome housing.

The proposal recommended by the EDA includes a limit of seven (7) applications for 2023, with a limit of two (2) permits per applicant to use the program.

Council Member Ebert recommended removing the limit of two (2) permits per applicant. The City Council Members had no objections to this change.

Council Member Albers motioned to approve the 2023 New Home Construction Program to include an amendment to the proposed City of Winsted's New Home Construction Program Guidelines; Section 3, Project Eligibility 3.3 to read "Maximum Number for 2023, the maximum number of housing units to be served by this program shall be seven (7). Eligible applications shall be approved on a first come, first serve basis" and authorize City staff to begin accepting applications on April 10, 2023. Council Member Ebert seconded the motion. Motion carried 5-0.

6) Department Report

a) Winsted Police Department

Mr. Justin Heldt, Winsted Police Chief, provided a report regarding the Winsted Police Department to include the following items.

November, 2022:

- Police Chief attended the Winsted Area Chamber of Commerce luncheon.
- Conducted annual performance reviews for full-time officers.
- Officers attended night/adverse weather weapons qualification.
- Continued advertising for full-time officer vacancy.

December, 2022:

- Officers attended annual training with the McLeod County Sheriff's Office (MCSO).
- Assisted with the Winsted Winter Festival parade.
- Officer Lammers attended Critical Incident, De-Escalation, Racial Profiling, and Mental Health training at the Minnesota Bureau of Criminal Apprehension (MN BCA).

- Participated in the City's Accident Review/Safety Committee meeting and Quarterly All Staff meeting.

January, 2023:

- The Police Chief attended the City Council Goal Setting Retreat.
- The Joint Powers Agreement with the Lester Prairie Police Department ended on January 16, 2023, due to understaffing of patrol officers.
- Thanked the agencies that assisted and residents cooperation related to the incident in Winsted on January 23, 2023.

February, 2023:

- Officers attended quarterly medical training with the Winsted Volunteer Fire Department (WVFD).
- The second biennial Body Worn Camera (BWC) audit was completed by Ms. Lynn Lembcke.
- Held a Pursuit Review meeting with Police Department staff.

March, 2023:

- Officers attended night firearms qualification shoot.
- Held interviews for full-time police officer positions.
- Extended conditional offers to two (2) full-time officers as well as one (1) part-time officer.
- Attended an Emergency Medical Services (EMS) planning meeting with The Gardens of Winsted and the MCSO.
- Assisted with the Knights of Columbus fish fry at the Blue Note.
- Officers participated in radio training through MCSO for new radios that McLeod County purchased for departments within the County with American Rescue Plan Act (ARPA) funds. Mayor Stotko thanked McLeod County for the purchase of the radios, which saved citizen money
- Drafted a tetrahydrocannabinol (THC) edibles ordinance to consider when the current moratorium ends.

Other:

- **2022 PD Report:**
 - o Nineteen (19) accidents reported in 2022, compared to twenty-two (22) in 2021.
 - o Two (2) Driving While Intoxicated (DWI) arrests in 2022, compared to four (4) in 2021.
 - o Thirteen (13) dog complaints in 2022, compared to thirty-six (36) in 2021.
 - o Twenty-nine (29) physical arrests in 2022, which is similar to 2021. This number does not include chargeable offenses and formal complaints.
 - o Fifty-five (55) citations and two hundred eighty (280) warnings issued in 2022.
 - o Twenty-eight (28) theft related calls reported in 2022, similar to 2021.
 - o Two hundred sixteen (216) medicals occurred in 2022, compared to one hundred sixty-five (165) in 2021.
 - o Twenty-eight (28) vulnerable adult investigations occurred in 2022, and increases year by year.
- Mental Health calls are on the rise within the County. The McLeod County Crisis Line (320) 864-2713 is available, or the Winsted Police Department may be called anytime.
- Requested drivers use extra caution when driving around schools during drop off/pick up times.
- A needle disposal will occur on May 16, 2023 from 1:00 p.m. to 4:00 p.m. at the Glencoe Regional Hospital.
- The winter parking has ended.
- According to City ordinance, there is a seventy-two (72) hours limit for parking of any boats, recreational vehicles (RV), campers, or trailers on city streets.
- The Bike Rodeo will occur in May at the Winsted Elementary School.
- The newly hired police officer will begin working for the City in the near future.

7) No Open Forum

8) City Administrator and Announcements

Mayor Stotko stated that the City invited Mid Minnesota Development Commission to hold their meeting in the Vollmer Room at City Hall on Wednesday, April 12, 2023.

9) Adjourn

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

The meeting adjourned at 6:40 p.m.

Steve Stotko
Mayor
City of Winsted

ATTEST:

Raquel Kirchoff, CMC
City Clerk-Treasurer
City of Winsted

LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) made this _____, 20____, between the **The City of Winsted, Minnesota (“Lessor”)** and **Mediacom Minnesota LLC**, a Delaware Limited Liability Company (“Lessee”).

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Winsted, Minnesota, as described in “Exhibit A” (“Property”); and

WHEREAS, Lessor desires to Lease a portion of the Property (“Leased Property”), as described in Exhibit A, to the Lessee; and

WHEREAS, Lessee desires to use the Leased Property for all legal purposes, including the purpose of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment (the “Facilities”). Such Facilities may include, without limitation, earth stations and buildings for the housing of electronic components and related appliances, appurtenances, and fixtures, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith. In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 5 years beginning on November 1, 2022 (“Original Term”). This Agreement shall automatically renew for an additional 5 year term (“Renewal Term”) unless the Lessee gives written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Original Term. After the Renewal Term, this Agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessee may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least ninety (90) days. Should this Agreement be terminated early, Lessee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the lease term.
2. **Work Performed.** All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Leased Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all sanitary laws and regulations applicable to the Leased Property.
3. **Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys’ fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property

resulting from the condition or use of the Leased Property unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this Agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **Rent.** In consideration of the Agreement, Lessee shall pay to the Lessor the yearly sum of \$3,500.00, payable annually. Annual rent shall adjust each year based on the Consumer Price Index or 3%, whichever is greater. Rent shall be paid by November 1st each year, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties.

Within 30 days of final execution of this Lease, Lessee shall pay Lessor a one-time payment of \$1420.56, representing the increased annual rent for November 1, 2022 through October 31, 2023.

5. **Easement.** Lessor hereby grants to Lessee a non-exclusive continuing Easement to use the Leased Property and access roads shown in Exhibit A to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the Facilities is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor shall approve any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Leased Property. Lessee shall be entitled to have access to the Leased Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

6. **Insurance.** Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, the Lessee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Leased Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil

commotion, earthquake, war, the failure of Facilities not belonging to the Lessee, denial of access to Facilities or rights-of-way essential to serving the Leased Property, government order or regulation or any other circumstances beyond the reasonable control of the Lessee. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.

8. **Assignment.** This Agreement may be assigned by either party with prior written notice to the other party.

Notwithstanding any provision of this Agreement to the contrary, Lessee may assign this Agreement without the written consent of the Lessor to (a) an affiliate, parent or subsidiary of Lessee or to any entity controlled by, under common control, or controlling Lessee, (b) any corporation or other entity resulting from the merger or consolidation of Lessee or its parent, or (c) any corporation or other entity which acquires all or substantially all of the assets of Lessee or its parent. Lessee shall provide Lessor with written notice of any such assignment and the assignee shall assume the obligations of Lessee under this Agreement, as applicable, which accrue after the date of such assignment. Pending receipt of written notice from Lessee of any assignment permitted by this Section 8, Lessor may continue to deal with Lessee as the tenant under this Agreement and the Schedule(s), and any notice or billing sent to Lessee by or on behalf of Lessor, and any agreement made between Lessor and Lessee, and any concession or waiver made by Lessee, shall be binding on the assignee.

9. **Subleasing.** Lessee may sublease all or part of Lessee's Facilities that are on the Property or space on the Property with written notice to Lessor.

10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Lessor: City of Winsted, Minnesota
 Attn: City Administrator
 181 1st N
 P.O. Box 126
 Winsted, MN 55395
 320-485-2366

If to the Lessee: Mediacom Minnesota LLC
 1504 2nd Street 2nd Street SE
 Waseca, MN 56093

With copies to: Mediacom Minnesota LLC
 One Mediacom Way
 Mediacom Park, NY 10918
 Attn: Legal Department
 Email: mcc_legal@mediacomcc.com

11. **Recording.** The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.

12. **Waiver of Distress.** The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Lessee and that such institutions have (or will have) a security interest on the Lessee's Facilities located on the Leased Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Leased Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.
13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.
14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause the Leased Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in

advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.

19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Minnesota.
20. **Property.** The Lessor covenants that the Lessor owns the Property referenced in “Exhibit A” in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the Leased Property during the term hereof. It is mutually understood and agreed upon that the Leased Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Leased Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee’s Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee’s intended uses of the Leased Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times, during the Agreement term and during any extension or renewal thereof, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.
21. **Authorization.** The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Breach of Warranty.** It is agreed that if the warranty made by the Lessor in Section 20 above is breached, and it is found that the Lessor does not have the legal right to make this Agreement, the Lessee may receive damages, including, but not limited to, twice the fees already paid to the Lessor, plus administrative and constructive fees and attorneys’ fees.
24. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee’s Facilities on Owner’s real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
25. **Utilities.** Beginning on the date Lessee takes possession of the Leased Property, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Leased Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Leased Property is not paid

by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as additional rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Leased Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Lessor 's alteration, repair or improvement of the Property.

26. **Taxes.** Lessee shall be responsible for the payment of all general real estate taxes assessed against the Leased Property for any improvements erected on the Leased Property by Lessee or on other personal property owned by the Lessee, whether or not such taxes, liens or other charges are levied against it or against Lessor. Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.
27. **Additional Taxes.** If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.
28. **Failure to Enforce.** Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
29. **Equipment.** It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Leased Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
30. **Repairs and Maintenance.** The Lessee shall, at its own expense, make all necessary repairs and replacements to the Leased Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance such as grass and weed trimming shall be made promptly. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Leased Property.
31. **Restoration.** Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Leased Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and

seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.

32. **Lessor's Right to Property.** Lessee agrees to allow Lessor the right to use the portion of the Property not in use by the Lessee, provided such use does not interfere with Lessee's use of the Leased Property or the purpose or use of Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

The employees or agents of the Lessor shall have the right to enter upon the Leased Property at all reasonable times during the term of the Agreement for inspection of the Leased Property, and for any other activity related to its operations within the Leased Property.

33. **Lessor Certificate.** Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this Agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Leased Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR **City of Winsted, Minnesota**

LESSEE **Mediacom Minnesota LLC**

Print Name

Print Name

Title

Title

Date: _____

Date: _____

EXHIBIT A

The **Property** is described as the following Real Estate situated in Winsted, County of McLeod, in the State of Minnesota, to wit:

A 15' x 15'. area in such location as is designated by the City of Winsted (i.e. Lessor) on the following described parcel of real estate:

Lot One (1) in Block One (1), FAIRLAWN HEIGHTS ADDITION, according to the lat thereof on file and of record in the office of the Registrar of Titles in and for the County of McLeod and State of Minnesota



Please remit this document to:

James McKnight
Senior Director, Legal Affairs
Mediacom Minnesota LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 443-2636

Prepared by
James McKnight

(Recorders Use Above This Line)

STATE OF _____
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ___ day of _____, 20___, by and between **City of Winsted, Minnesota**, (“Lessor”), and **Mediacom Minnesota LLC**, a Delaware limited liability company, with an office at One Mediacom Way, Mediacom Park, NY 10918 (“Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 5 years, commencing on November 1, 2022, automatically renewing on the 5th anniversary of the commencement date for an additional 5 years.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

{Signature page to follow}

LESSOR

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Print Name: _____
Notary Public in and for the State of _____

My Commission expires: _____

LESSEE

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public for said State, appeared _____ to me personally known, who being be me duly sworn, did say that he/she is the _____ of said Mediacom Minnesota LLC; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

Print Name: _____
Notary Public in and for the State of _____

My Commission expires: _____

EXHIBIT A

The **Property** is described as the following Real Estate situated in Winsted, County of McLeod, in the State of Minnesota, to wit:

A 15' x 15'. area in such location as is designated by the City of Winsted (i.e. Lessor) on the following described parcel of real estate:

Lot One (1) in Block One (1), FAIRLAWN HEIGHTS ADDITION, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for the County of McLeod and State of Minnesota



**CITY OF WINSTED
RESOLUTION R-23-13**

**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 1053345,

"Airport Maintenance and Operation Grant Contract," at the

Winsted Municipal Airport is accepted.

2. That the Mayor and Interim City Administrator 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 McLeod

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

Winsted Mayor and City Council

(Name of the Recipient)

at an authorized meeting held on the 6th day of June, 2023

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-MO24

State Project Number (S.P.): A4306-MO25

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 2024 and State Fiscal Year 2025.
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, 2023, 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, 2025.
- 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, but not limited to, 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 mowed 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 \$8,603.00 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 \$17,206.00 (State fiscal years 2024 and 2025).
- 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 Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
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.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, 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: Steve Stotko, Mayor

Date: June 6, 2023

By: _____

Title: Adam Birkholz, Interim City Administrator

Date: June 6, 2023

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

**CITY OF WINSTED
RESOLUTION R-23-14**

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 persons and entities have offered to contribute the donation set forth below to the Winsted Police Department:

<u>Name of Donor</u>	<u>Donation</u>
Ameriprise Financial, on behalf of Evonne Kremer	\$100.00

WHEREAS, all such donations have been contributed to be dedicated toward the Winsted Police Department Fund, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the donation from Ameriprise Financial, on behalf of Evonne Kremer, to be dedicated to the Winsted Police Department Fund.

Adopted this 6th day of June, 2023.

Approved:

Steve Stotko, Mayor

Attest:

Raquel Kirchoff, City Clerk-Treasurer

**CITY OF WINSTED
RESOLUTION R-23-15**

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 persons and entities have offered to contribute the amount set forth below to the Winsted Volunteer Fire Department:

<u>Name of Donor</u>	<u>Amount</u>
Ameriprise Financial, on behalf of Evonne Kremer	\$100.00

WHEREAS, all such donations have been contributed to be dedicated toward the Winsted Volunteer Fire Department's Capital Improvement Plan, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Winsted accepts the donation from Ameriprise Financial, on behalf of Evonne Kremer, to be dedicated toward the Winsted Volunteer Fire Department's Capital Improvement Plan.

Adopted this 6th day of June, 2023.

Approved:

Steve Stotko, Mayor

ATTEST:

Raquel Kirchoff, City Clerk-Treasurer

**CITY OF WINSTED
RESOLUTION R-23-16**

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:

<u>Name of Donor</u>	<u>Amount</u>
Winsted Area Chamber of Commerce	\$300.00

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 6th day of June, 2023.

Approved:

Steve Stotko, Mayor

Attested:

Raquel Kirchoff, City Clerk-Treasurer

**CITY OF WINSTED
RESOLUTION R-23-17**

**RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM AIRPORT
RELATED FUNDS TO THE GENERAL FUND**

WHEREAS, annual improvement fees of \$200.00 are collected from Winsted Municipal Airport hangar owners according to their land lease with the City of Winsted to be used toward the local share of capital improvement projects at the Winsted Municipal Airport, which are receipted into Fund 610 Airport Improvement Fee; line 610-49810-34970; and

WHEREAS, Fund 610 Airport Improvement Fee had a balance of \$64,690.83 as of February 16, 2021 when Resolution No. R-21-05 was adopted by the City Council; and

WHEREAS, Resolution No. R-21-05 authorized improvement fees totaling \$122,148.00 to be charged to airport land tenants for a portion of the local share of multiple airport capital improvement projects at the Winsted Municipal Airport, to include; Northern Natural Gas Pipeline Relocation, Runway 9/27 Reconstruction, Turf Taxiway Construction with Entrance Road & Parking Lot Rehabilitation, and Fuel Tank Relocations, which were receipted into Fund 610 Airport Improvement Fee; line 610-49810-34971 as they were received; and

WHEREAS, the balances of \$64,690.83 plus \$122,148.00, totaling \$186,838.38 should be transferred from Fund 610 Airport Improvement Fee, through Airport Funds 615 Airport Improvement Project and 612 Airport Fund (Operating), to end in Fund 101 General Fund that has loaned these Airport Funds the local share of the capital improvement projects listed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council directs a transfer of \$186,838.38 from Fund 610 Airport Improvement Fee to Fund 615 Airport Improvement Project; and

BE IT FURTHER RESOLVED, that the City Council then directs a transfer of \$186,838.38 from Fund 615 Airport Improvement Project to Fund 612 Airport Fund (Operating); and

BE IT FURTHER RESOLVED, that the City Council then directs a transfer of \$186,838.38 from Fund 612 Airport Fund (Operating) to Fund 101 General Fund to repay a portion of the cost of the local share of the projects listed that the General Fund has loaned to the Airport Funds.

Adopted this 6th day of June, 2023.

Approved:

Steve Stotko, Mayor

Attest:

Raquel Kirchoff, City Clerk-Treasurer

**CITY OF WINSTED
RESOLUTION R-23-18**

**RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM AIRPORT
RELATED FUNDS TO THE GENERAL FUND**

WHEREAS, Fund 101 General Fund has loaned Fund 612 Airport Fund (Operating), which has in turned loaned Fund 615 Airport Improvement Project, to pay for airport capital improvement projects at the Winsted Municipal Airport to include; Northern Natural Gas Pipeline Relocation, Runway 9/27 Reconstruction, Turf Taxiway Construction with Entrance Road & Parking Lot Rehabilitation, and Fuel Tank Relocations; while waiting for all federal and state grant reimbursements for the projects to be received; and

WHEREAS, these loaned funds are reported in the City's Financial Statements as due back to Fund 612 Airport Fund (Operations), and then in turn due back to Fund 101 General Fund; and

WHEREAS, the City received \$266,359.00 into Fund 615 Airport Improvement Project for the final grant payment to be received for the Northern Natural Gas Pipeline Relocation early in the year 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a transfer of \$266,359.00 as of June 6, 2023, instead of at the time of the year end audit when this type of entry normally occurs, from:

Fund 615 Airport Improvement Project to Fund 612 Airport Fund (Operating)

and then from;

Fund 612 Airport Fund (Operating) to Fund 101 General Fund

Adopted this 6th day of June, 2023.

Approved:

Steve Stotko, Mayor

Attest:

Raquel Kirchoff, City Clerk-Treasurer

CITY OF WINSTED

06/02/23 11:35 AM

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***Check Summary Register©**

Checks 05/13/23-06/02/23

Name	Check Date	Check Amt	
10100 CBW			
3310e MN DEPARTMENT OF REVENUE	5/19/2023	\$255.00	April, 2023 Sales & Use Tax
3311e IRS-FEDERAL WITHHOLDING	5/26/2023	\$1,975.74	Federal Withholding - P.P. #11
3312e IRS-FICA	5/26/2023	\$2,731.38	Medicare/S.S. - P.P. #11
3313e MN DEPARTMENT OF REVENUE	5/26/2023	\$1,045.98	State Withholding - P.P. #11
3314e PERA	5/26/2023	\$5,521.46	Retirement Contribution - P.P. #11
30282 Chase Card Services	5/18/2023	\$1,682.39	CH-Office Supplies
30283 McLeod Cooperative Assoc.	5/22/2023	\$534.00	Street Lighting/Entrance Signs
30284 TDS Telecom	5/22/2023	\$1,373.55	PW-2201/3621
30285 Xcel Energy	5/22/2023	\$7,944.68	Electric Utilities-Parks
30286 MN Department of Public Safety	5/26/2023	\$0.00	Payment Made by this Vendor to the City of Wi
30287 Quality Flow Systems, Inc.	5/26/2023	\$40,374.00	Pumps for Effluent Lift Station
30288 MN Dept. of Homeland Security	5/26/2023	\$20,943.75	Vendor paid City of Winsted by Mistake
30289 Axon Enterprise, Inc.	5/31/2023	\$33.00	PD-USB Cable
30290 B & B Tire and Auto, LLC	5/31/2023	\$232.95	PD-Vehicle Maintenance/2016 Ford Interceptor
30291 BOARD OF WATER AND SOIL RE	5/31/2023	\$8,900.72	CSAH 5 Extension Project-Wetland Banking Cr
30292 Bolton & Menk, Inc.	5/31/2023	\$14,317.00	Engineering-SRE (Snow Removal Equipment)
30293 Center Point Energy	5/31/2023	\$653.58	Utilities-Gas
30294 Cintas Corporation	5/31/2023	\$101.52	PW-Uniforms
30295 CIT	5/31/2023	\$2,387.20	IT-Managed Back-up/June, 2023
30296 Citizens State Bank of Waverly	5/31/2023	\$956.53	H.S.A. Contribution-P.P. #11
30297 Cokato Janitorial, LLC	5/31/2023	\$1,582.91	Library-Janitorial Contact
30298 Earl F. Anderson, Inc.	5/31/2023	\$387.95	Parks-Chain Basketball Nets
30299 Greater MN Communications	5/31/2023	\$1,042.10	Print Utility Billing Insert-May, 2023
30300 Don C Guggemos, Jr	5/31/2023	\$36.22	Veteran's Memorial-Reimbursement for Suppli
30301 Hawkins, Inc.	5/31/2023	\$40.00	Water-Chemical Cylinders
30302 Macy Hertzog	5/31/2023	\$25.00	Video Camera Recording/05-16-23 City Counci
30303 Jefferson Fire & Safety	5/31/2023	\$3,375.65	FD-Trailer Equipment/Confined Space Standby
30304 Med Compass	5/31/2023	\$125.00	FD-SCBA User Medical Exam/Hertzog
30305 Melchert, Hubert, Sjodin, PLLP	5/31/2023	\$482.50	Legal Fees
30306 Capital One Commercial	5/31/2023	\$34.75	PW-Maintenance Supplies
30307 Mini Biff, LLC	5/31/2023	\$1,034.32	Parks-Mini Biff Rental/Winsted Athletic Comple
30308 Mission Communications, LLC	5/31/2023	\$57.00	PW-Battery
30309 MN Department of Health	5/31/2023	\$2,167.00	Comm.Wat.SupplyServ.Conn.Fee/Q2, 2023
30310 Northern Safety Co., Inc.	5/31/2023	\$220.21	PW-Sparkplugs Plug Station Dispen
30311 People Service, Inc.	5/31/2023	\$14,681.00	WWTF-Monthly Service Fee/June, 2023
30312 Pioneerland Library System	5/31/2023	\$1,000.00	Winsted Public Library-2023 Funding for Books
30313 Sam Investment Property LLC	5/31/2023	\$328,800.00	CSAH 5 Extension Project-Wetland Bank Credi
30314 Security Bank & Trust Co.	5/31/2023	\$15,225.30	G.O. Refunding Bonds, Series 2020D-Interest
30315 Streicher's	5/31/2023	\$1,666.51	PD-PD Equipment Set Aside/New Hire Equipm
30316 Sweeper Services	5/31/2023	\$806.86	PW-Sweeper Repair
30317 Team Laboratory Chemical Corp.	5/31/2023	\$441.50	PW-Maintenance Supplies
30318 The Statuary	5/31/2023	\$250.00	Veterans Memorial - Vietnam Era Replacement
30319 Tim Purcell Plbg. & Htg., LLC	5/31/2023	\$116.00	Parks-Southview Park Water Fountain Repair
30320 Tim Ring's Concrete Inc.	5/31/2023	\$5,380.00	New Curbs at Fairlawn Ave W and 2nd St N
30321 Xcel Energy	5/31/2023	\$235.30	Electric Utilities-Water
30322 Culligan of Buffalo	6/2/2023	\$53.00	PW Garage-Water Cooler Rental
30323 Gopher State One Call	6/2/2023	\$64.80	Locate Fees
30324 MNSPECT LLC	6/2/2023	\$1,551.70	Building Permits
30325 Plunkett's Pest Control	6/2/2023	\$106.30	Pest Control/April-May, 2023
30326 T-Mobile	6/2/2023	\$97.07	PW-Internet for Tablet/February-May, 2023
505730e Bi-Weekly ACH	5/26/2023	\$19,983.90	
Total Checks		\$513,034.28	

CITY OF WINSTED

06/02/23 11:35 AM

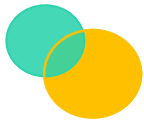
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***Check Summary Register©**

Checks 05/13/23-06/02/23

Name	Check Date	Check Amt
		Steve Stotko, Mayor
		Jeff Albers, Council Member
		Jesse Cafferty, Council Member
		Tom Ollig, Council Member
		Steve Ebert, Council Member

FILTER: [Check Date] between #05/13/23# and #06/02/23# and [Check Nbr]>0 and [Cash Act]='10100'



DDA

**David Drown Associates, Inc.
Public Finance Advisors**

Colgone Office:
10555 Orchard Road
Cologne, MN 55322
(952) 356-2992
shannon@daviddrown.com

May 30, 2023

City of Winsted
P.O. Box 126
Winsted, MN 55395

RE: Sewer Extension Project Financing

Honorable Mayor and Council Members:

The purpose of this letter is to provide information pertaining to the project funding that the City has requested from McLeod Cooperative Power Association to fund the extension of sanitary sewer in the new highway corridor adjacent to the industrial park.

\$200,000 General Obligation Sewer Revenue Bonds, Series 2023A - TAXABLE

Key elements of this bond issue (loan) would be:

- 10-year term on principal
- Use of the McLeod Cooperative Power Association's economic development program to reduce issuance costs and the interest rate
- Loan can be pre-paid anytime without penalty
- The program interest rate on the requested loan is 1.5%
- This issue will be taxable meaning the interest earned on the loan by McLeod Cooperative Power Association would be taxable

Schedule and Issuance:

The proposed schedule for the sale of this bond issue (securing the loan) includes:

June 6, 2023	Award sale of bonds (approve the loan)
June 28, 2023	Closing (funds transferred)

Attached you will find a resolution that awards the sale of bonds to McLeod Cooperative Power Association. I have also attached a final cash flow and payment schedule for your review. Please feel free to contact me in the interim if I can be of any assistance in answering questions regarding this information.

Sincerely,

Shannon Sweeney, Associate
David Drown Associates, Inc.

City of Winsted, Minnesota

McLeop Cooperative Power Association

\$200,000

General Obligation Sewer Revenue Bonds, Series 2023A - TAXABLE

Uses of Funds

Sewer Construction		200,000.00
Contingency		-
Total Project Costs		200,000.00
Underwriter's Discount Allowance	0.0000%	-
Fiscal		500.00
Bond Counsel		6,500.00
Pay Agent/Registrar		-
Printing & Misc		-
Credit Rating		-
Capitalized Interest		-
Rounding		-
		<u>207,000.00</u>

Sources of Funds

Bond Issue		200,000.00
Cash Contribution for Fees		7,000.00
Construction Fund Earnings		-
		<u>207,000.00</u>

Bond Details

Set Sale Date	N/A
Sale Date	6/6/2023
Dated Date	6/28/2023
Closing Date	6/28/2023
1st Interest Payment	12/1/2023
Proceeds spent by:	12/31/2024
	<i>to Dated Date</i>
Purchase Price	200,000.00
Net Interest Cost	16,620.00
Net Effective Rate	1.5000%
Average Coupon	1.5000%
Yield	TBD
Average Life	5.5400
Call Option	Anytime @ Par
Purchaser	McLeop Cooperative Power Association
Bond Counsel	Taft
Pay Agent	City of Winsted
Tax Status	TAXABLE
Continuing Disclosure	Audits upon request
Rebate	Small Issuer Exemption
Statutory Authority	M.S. 444, 475

Payment Schedule & Cashflow

12-Month Period ending	Payment Schedule			Payment Total	plus 5% Coverage
	Principal	Interest Rate	Interest		
6/28/2023	-	0.00%	-	-	-
6/1/2024	18,000	1.50%	2,775	20,775	21,814
6/1/2025	19,000	1.50%	2,730	21,730	22,817
6/1/2026	20,000	1.50%	2,445	22,445	23,567
6/1/2027	20,000	1.50%	2,145	22,145	23,252
6/1/2028	20,000	1.50%	1,845	21,845	22,937
6/1/2029	20,000	1.50%	1,545	21,545	22,622
6/1/2030	20,000	1.50%	1,245	21,245	22,307
6/1/2031	21,000	1.50%	945	21,945	23,042
6/1/2032	21,000	1.50%	630	21,630	22,712
6/1/2033	21,000	1.50%	315	21,315	22,381
	200,000		16,620	216,620	227,451

Collection Year	Pledged Revenues		Account Balances	
	Sewer Revenues	Other Revenues	Surplus (deficit)	Account Balance
			Capitalized & accrued interest >	-
2022	-	-	-	-
2023	21,814	-	-	-
2024	22,817	-	-	-
2025	23,567	-	-	-
2026	23,252	-	-	-
2027	22,937	-	-	-
2028	22,622	-	-	-
2029	22,307	-	-	-
2030	23,042	-	-	-
2031	22,712	-	-	-
2032	22,381	-	-	-
	227,451	-		-

City of Winsted, Minnesota
General Obligation Sewer Revenue Bonds, Series 2023A - TAXABLE
\$200,000

BOND PAYMENT SCHEDULE

Paying Agent: City of Winsted

Day	Principal	Interest Rates	Semi-annual Interest	Semi-Annual Payment	Payment Notation
June 1, 2023	-	0.00%	-	-	
December 1, 2023	-		1,275.00	1,275.00	
June 1, 2024	18,000	1.50%	1,500.00	19,500.00	
December 1, 2024	-		1,365.00	1,365.00	
June 1, 2025	19,000	1.50%	1,365.00	20,365.00	
December 1, 2025	-		1,222.50	1,222.50	
June 1, 2026	20,000	1.50%	1,222.50	21,222.50	
December 1, 2026	-		1,072.50	1,072.50	
June 1, 2027	20,000	1.50%	1,072.50	21,072.50	
December 1, 2027	-		922.50	922.50	
June 1, 2028	20,000	1.50%	922.50	20,922.50	
December 1, 2028	-		772.50	772.50	
June 1, 2029	20,000	1.50%	772.50	20,772.50	
December 1, 2029	-		622.50	622.50	
June 1, 2030	20,000	1.50%	622.50	20,622.50	
December 1, 2030	-		472.50	472.50	
June 1, 2031	21,000	1.50%	472.50	21,472.50	
December 1, 2031	-		315.00	315.00	
June 1, 2032	21,000	1.50%	315.00	21,315.00	
December 1, 2032	-		157.50	157.50	
June 1, 2033	21,000	1.50%	157.50	21,157.50	
	200,000		16,620.00	216,620.00	

Call Option: Anytime @ Par
 Bonds Dated: 6/28/2023

This payment schedule assumes no bonds are redeemed early. Refunds, if they are done, will alter this payment schedule. David Drown Associates, Inc. (612-920-3320) is available at any time to review the feasibility of refunding this issue.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF WINSTED, MINNESOTA

HELD: June 6, 2023

Pursuant to due call, a regular meeting of the City Council of the City of Winsted, McLeod County, Minnesota, was duly held at the City Hall on June 6, 2023, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**CITY OF WINSTED
RESOLUTION R-23-19**

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$200,000 GENERAL
OBLIGATION TAXABLE SEWER REVENUE NOTE, SERIES 2023A AND PLEDGING
NET REVENUES FOR THE SECURITY AND PAYMENT THEREOF**

A. WHEREAS, the City of Winsted, Minnesota (the "City"), owns and operates a municipal sanitary sewer system (the "System"); and

B. WHEREAS the net revenues of the System are pledged to the City's outstanding (i) "Utility Portion" of General Obligation Bonds, Series 2016A, dated September 1, 2016, (ii) General Obligation Waste Disposal Bonds, Series 2016B, dated November 1, 2016, (iii) the "System Portion" of the General Obligation Improvement and Utility Revenue Bonds, Series 2020A, dated May 21, 2020, and (iv) the "Sewer Revenue Refunding Portion" of the General Obligation Refunding Bonds, Series 2020D, dated October 29, 2020 (together, the "Outstanding System Bonds"); and

C. WHEREAS, the City Council has heretofore determined and declared that it is necessary and expedient to issue \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A (the "Note"), pursuant to Minnesota Statutes, Chapter 475 and Section 444.075, to finance improvements to the System (the "Project"); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Winsted, Minnesota, as follows:

1. Acceptance of Offer. The offer of McLeod Cooperative Power, in Glencoe, Minnesota (the "Purchaser"), to purchase the Note at the rate of interest hereinafter set forth and to pay therefor the sum of par is hereby accepted.

2. Note Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Note, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Note.

3. Purpose. The Note shall provide funds to finance the Project and the total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Registrar. The Clerk-Treasurer of the City of Winsted, Minnesota, is appointed to act as registrar and transfer agent with respect to the Note (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Note shall be paid to the registered owner (or record holder) of the Note in the manner set forth in the form of Note.

5. Form of Note. The Note, together with the Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
MCLEOD COUNTY
CITY OF WINSTED

R-1 \$200,000

GENERAL OBLIGATION TAXABLE SEWER REVENUE NOTE, SERIES 2023A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
1.50%	August 1, 2027	June 28, 2023

REGISTERED OWNER: McLeod Cooperative Power

PRINCIPAL AMOUNT: TWO HUNDRED THOUSAND DOLLARS

THE CITY OF WINSTED, MCLEOD COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Note (the "Owner"), in the manner hereinafter set forth, the principal amount of this Note in the principal installments due on June 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate set forth above:

<u>Year</u>	<u>Principal Amount</u>
06/01/2024	\$ 18,000
06/01/2025	19,000
06/01/2026	20,000
06/01/2027	20,000
06/01/2028	20,000
06/01/2029	20,000
06/01/2030	20,000
06/01/2031	21,000
06/01/2032	21,000
06/01/2033	21,000

Interest. Interest shall be payable annually on December 1 and June 1 of each year, commencing December 1, 2023, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months. At the time of final payment of all principal and interest on this Note, the Owner shall surrender this Note to the Clerk-Treasurer of the City of Winsted, Minnesota (the "Registrar").

Redemption. This Note is subject to redemption and prepayment at the option of the Issuer on any date without penalty at the option of the Issuer, in whole or in multiples of \$1,000, upon written notice to the Owner, at a redemption price of par plus accrued interest to date of prepayment. If redemption is in part, the Issuer may select the specific principal installments hereof, or applicable portions thereof, to be prepaid. Mailed notice of redemption shall be given to the Owner at least thirty days prior to prepayment or redemption.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Note shall not be a business day of the Issuer or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Fees upon Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with any legal or unusual costs regarding a lost Note.

Treatment of Registered Owners. The Issuer and Registrar may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Registrar shall be affected by notice to the contrary.

Issuance; Purpose; General Obligation. This Note is issued as a single instrument in the total principal amount of \$200,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 6, 2023 (the "Resolution") for the purpose of providing money to finance improvements to the municipal sanitary sewer system (the "System") within the jurisdiction of the Issuer. This Note is

payable out of the General Obligation Taxable Sewer Revenue Note, Series 2023A Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Taxable Interest. The interest on this Note is included in the gross income of the owner hereof for purposes of United States income tax and to the same extent in both gross income and taxable net income for purposes of State of Minnesota income tax.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Owner of the Note that it will impose and collect charges for the service, use and availability of its System at the times and in amounts necessary to produce net revenues adequate to pay the principal when due on the Note; and that the Issuer will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal on the Note as it becomes due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Winsted, McLeod County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor

and its Clerk-Treasurer, the corporate seal of the City having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF WINSTED,
MCLEOD COUNTY, MINNESOTA

June 28, 2023

REGISTRABLE BY AND
PAYABLE AT:

Mayor

Clerk-Treasurer
City of Winsted, Minnesota

City Clerk-Treasurer

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or the registered owner's legal representative last noted below:

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
June 28, 2023	McLeod Cooperative Power 3515 11 th St. E. Glencoe, MN, 55336	

REGISTER OF PARTIAL PAYMENTS

The installment of principal amount of the attached Note has been prepaid on the dates and in the amounts noted below:

<u>DATE</u>	<u>AMOUNT</u>	<u>SIGNATURE OF OWNER</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Note. Partial payments do not require the presentation of the attached Note to the Registrar, and an Owner could fail to note the partial payment here.

6. Execution. The Note shall be executed on behalf of the City by the manual signatures of its Mayor and Clerk-Treasurer, the seal of the City having been omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the Clerk to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Taxable Sewer Revenue Note, Series 2023A Fund" (the "Fund") to be administered and maintained by the Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all the Note and interest thereon has been fully paid. The Operation and Maintenance Account heretofore established by the City for the System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution(s) establishing the Operation and Maintenance Account shall constitute or are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all income and disbursements of the System as hereinafter set forth. The Clerk-Treasurer of the City and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Note. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law and, upon completion of the Project, any unexpended balance in the Construction Account shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there shall be credited: (A) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the Debt Service Account, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the annual principal and interest payments on the Note; (B) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Note are insufficient therefore; (C) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Debt Service Account; and (E) any and all other moneys

which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Note and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law..

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note and any sums from time to time held in the Construction Account, Operation and Maintenance Account or Debt Service Account (or any other City account which will be used to pay principal to become due on the Note payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Sufficiency of Net Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient to pay one hundred five percent of the principal on the Note. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding System Bonds to the payment of the Note, but solely to the extent required to meet, together with other pledged sums, the principal requirements of the Note.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Note and such additional obligations and any such pledge and appropriation of the net revenues of the System may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

10. Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Owner of the Note that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal when due on the Note. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real

estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

12. Defeasance. When the Note has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Note shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Note which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Note should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full. The City may also discharge its obligations with respect to principal installments of the Note called for redemption on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to the Note, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

13. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Note, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the Debt Service Account herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

14. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of McLeod County, Minnesota, together with such other information as each of the County Auditor shall require, and to obtain from the County Auditor its certificate that the Note has been entered in its Bond Register.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Taxable Status of the Note. The City does not qualify the Note as tax-exempt under the Internal Revenue Code of 1986, as amended. It is hereby determined that the Note is to be issued as a fully taxable obligation, and all interest received on the Note is to be included in the gross income of the owner of the Note for federal income taxation purposes and, to the same extent, in both gross income and taxable net income for state income taxation purposes.

17. No Designation of Qualified Tax Exempt Obligation. The City will not designate the Note as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

19. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF MCLEOD
CITY OF WINSTED

I, the undersigned, being the duly qualified and acting Clerk of the City of Winsted, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A.

WITNESS my hand on June 6, 2023.

Clerk

STATE OF MINNESOTA
COUNTY OF MCLEOD

COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of McLeod County, Minnesota, do hereby certify that on the date hereof, there was filed in my office a certified copy of a resolution adopted on June 6, 2023, by the City Council of the City of Winsted, Minnesota, authorizing the issuance of \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A (the "Note"), together with full information regarding the Note and the Note have been entered in my Bond Register.

WITNESS my hand and the seal of the County Auditor on _____, 2023.

County Auditor

(SEAL)

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and Clerk-Treasurer of the City of Winsted, Minnesota (the "City") do hereby certify that we did, in our official capacities as such officers, sign our own proper names by manual signature, on the City's \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A (the "Note"), dated June 28, 2023, as the date of original issue. The Note is issued as a single note does and is payable in installments on June 1 in the years and amounts and bearing interest at the rate of 1.50% per annum, payable on December 1 and June 1 of each year, commencing December 1, 2023, until paid or discharged as follows:

<u>Year</u>	<u>Principal Amount</u>
06/01/2024	\$ 18,000
06/01/2025	19,000
06/01/2026	20,000
06/01/2027	20,000
06/01/2028	20,000
06/01/2029	20,000
06/01/2030	20,000
06/01/2031	21,000
06/01/2032	21,000
06/01/2033	21,000

WE FURTHER CERTIFY that the signature of Raquel Kirchoff affixed hereto is the true and proper signature of the qualified Clerk-Treasurer of the City.

WE FURTHER CERTIFY that we are now and were on the date of signing the Note, the duly qualified and acting officers therein indicated, and duly authorized to execute the same.

WE FURTHER CERTIFY that the Note has been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than the Note has been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchaser of the Note or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City or of the facts affecting the Note.

WE FURTHER CERTIFY that there is no litigation pending or, to our knowledge, threatened questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver the Note, or otherwise questioning the validity of the Note or the pledge of net revenues of the municipal sanitary sewer system for the payment of the Note and there interest thereon.

Dated: June 28, 2023.

CITY OF WINSTED, MINNESOTA

By _____
Its Mayor

By _____
Its City Clerk-Treasurer

CLERK-TREASURER'S RECEIPT

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Winsted, Minnesota, do hereby certify and acknowledge that on the date hereof, I received from McLeod Cooperative Power, in Glencoe, Minnesota, the purchaser of \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A, dated June 28, 2023, as the date of original issue, \$200,000, the purchase price thereof, no interest having accrued thereon to the date hereof, and the Note was thereupon delivered to the purchaser.

Dated: June 28, 2023.

CITY OF WINSTED, MINNESOTA

By _____
Its City Clerk-Treasurer

CERTIFICATE OF REGISTRAR

The undersigned hereby certifies that I am the duly qualified and acting Clerk-Treasurer of the City of Winsted, Minnesota (the "Issuer"), and as such official do hereby further certify as follows:

1. I am the official charged with the responsibility of acting as Registrar for, and registering the ownership and transfer of, the \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A (the "Note").
2. On the date hereof I have registered the Note delivered this day.
3. Attached hereto is a true and correct copy of my register for the Note.

Dated: June 28, 2023.

CITY OF WINSTED, MINNESOTA

By _____
Its City Clerk-Treasurer

REGISTER

\$200,000 GENERAL OBLIGATION TAXABLE SEWER REVENUE NOTE, SERIES 2023A
CITY OF WINSTED, MINNESOTA

This Register is maintained for the above Note by the Clerk of the City of Winsted, Minnesota, as Registrar. The ownership of the Note and in the interest accruing thereon is registered on the books of the City of Winsted, Minnesota, in the names of the holders noted below. "Notations of Interest" may include cancellation, date of cancellation, date of transfer, numbered note replacing, amount after partial prepayment, etc.

<u>Note Number</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Date of Registration</u>	<u>Name and Address of Registered Owner</u>	<u>Signature of Clerk-Treasurer</u>	<u>Notations of Interest</u>
R-1	06-01-2033	\$200,000	06-28-2023	McLeod Cooperative Power Glencoe, MN		

Additional Notations:

CERTIFICATE OF PURCHASER

The undersigned, being the duly qualified and acting _____ of McLeod Cooperative Power, in Glencoe, Minnesota (the "Purchaser"), hereby certify and acknowledge that on the date hereof I received from the Clerk-Treasurer of the City of Winsted, Minnesota (the "City"), a Note numbered R-1 designated City of Winsted, Minnesota, \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A (the "Note").

Dated: June 28, 2023.

McLeod Cooperative Power

By _____
Its _____

\$200,000
GENERAL OBLIGATION TAXABLE SEWER REVENUE NOTE, SERIES 2023A
CITY OF WINSTED
MCLEOD COUNTY
MINNESOTA

We have acted as bond counsel in connection with the issuance by the City of Winsted, McLeod County, Minnesota (the "Issuer"), of its \$200,000 General Obligation Taxable Sewer Revenue Note, Series 2023A, bearing a date of original issue of June 28, 2023 (the "Note"). We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Note, and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws (which excludes any pending legislation which may have a retroactive effect on or before the date hereof), regulations, rulings and decisions, it is our opinion that:

(1) The proceedings show lawful authority for the issuance of the Note according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Note is a valid and binding general obligation of the Issuer and all of the taxable property within the Issuer's jurisdiction is subject to the levy of an ad valorem tax to pay the same without limitation as to rate or amount; provided that the enforceability (but not the validity) of the Note and the pledge of taxes for the payment of the principal and interest thereon is subject to the exercise of judicial discretion in accordance with general principles of equity, to the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

(3) At the time of the issuance and delivery of the Note to the original purchaser, the interest on the Note is included in gross income for United States income tax purposes and is included, to the same extent, in both gross income and taxable net income for State of Minnesota income tax purposes.

4. We express no opinion regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Note or arising with respect to ownership of the Note.

Dated at Minneapolis, Minnesota, this 28th day of June, 2023.

TAFT STETTINIUS & HOLLISTER LLP



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: [952] 448-8838
Fax: [952] 448-8805
Bolton-Menk.com

June 1, 2023

City of Winsted
Attn: Adam Birkholz
201 First Street N
Winsted, MN 55395

RE: County Road 5 Extension Project – County State Aid Highway Designation

Honorable Mayor and City Council Members:

As part of the construction and establishment of County State Aid Highway 5 between County Road 1 and County Road 9, McLeod County must officially designate the roadway as a County State Aid Highway. This designation is also required by the Transportation Economic Development Infrastructure grant funding agreement. The City of Winsted is required to pass a concurrence or approval resolution because the roadway is within the corporate limits of the City of Winsted. A copy of the County resolution establishing County State Aid Highway 5 is attached for reference.

I am available to discuss the details of this project in further detail at your convenience.

Respectfully Submitted,
BOLTON & MENK, INC.

Joshua Eckstein

Cc: Jake Saulsbury, Bolton & Menk, Inc.



McLeod County Board of Commissioners

520 Chandler Avenue North, Glencoe, Minnesota 55336 – (320) 864-5551 – Fax (320) 864-1809

COMMISSIONER NATHAN SCHMALZ

1st District
Phone (320) 282-9647
19906 Cable Avenue
Lester Prairie, MN 55354
Nathan.Schmalz@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (612) 756-2855
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 583-8584
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER DARYL LUTHENS

4th District
Phone (612) 281-4840
18967 Nickel Avenue
Hutchinson, MN 55350
Daryl.Luthens@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

Sheila Murphy
Phone (320) 864-1320
520 Chandler Avenue North
Glencoe, MN 55336
Sheila.Murphy@co.mcleod.mn.us

RESOLUTION 23-CB-37 ESTABLISHING COUNTY STATE AID HIGHWAY 5

WHEREAS, Minnesota Statute 163.11, Subdivision 1, provides among other things, for the establishment, alteration, vacation, or revocation of a county road by County Board Resolution; and,

WHEREAS, Minnesota Statute 162.02, Subdivision 10, provides among other things, for County State Aid Highways to be established, abandoned, changed, or revoked by joint action of the County Board and the Commissioner of Transportation; and,

WHEREAS, it is the Engineer’s recommendation to establish these county state routes with constructed segments and to designate county aid and county state aid mileage to better meet current and projected traffic demands, improve access to communities, markets, schools, and mail routes.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Minnesota Statute 162.02, Subdivision 7, McLeod County does hereby establish County State Aid Highway 5 as follows:

Establish County State Aid Highway No. 5: From CSAH 1 at approximately the SW corner of Section 11 Township 117 Range 27, McLeod County, Minnesota, then east along the south line of Section 11 a distance of 1316 feet, thence northeasterly to a point on County State Aid Highway No. 9 of said Section 11 Township 117, Range 27 and there terminating.

BE IT FURTHER RESOLVED, that this action shall be contingent upon the approval of the Commissioner of the Minnesota Department of Transportation.

BE IT FURTHER RESOLVED, the County State Aid mileage changes for the above changes to the County State Aid route system in McLeod County is as approved by the Winsted City Council this 6th day of June, 2023.

	Nagel	Krueger	Luthens	Wright	Schmalz
Yes					
No					
Abstain					
Absent					

Working together, providing quality service, being fiscally responsible and maintaining integrity through common sense decision making

MCLEOD COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

**STATE OF MINNESOTA
OFFICE OF COUNTY ADMINISTRATION
COUNTY OF MCLEOD**

I, Sheila Murphy, Administrator of the County of McLeod do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of McLeod at a duly authorized meeting thereof held on the 6th day of June, 2023.

Sheila Murphy, County Administrator

**CITY OF WINSTED
RESOLUTION R-23-20**

**A RESOLUTION ESTABLISHING CERTAIN COUNTY STATE AID HIGHWAYS
WITHIN CORPORATE LIMITS**

WHEREAS, the County Board of the County of McLeod did adopt a resolution on June 6, 2023, locating and establishing, designing and number the County State Aid Highway System of McLeod County, and

WHEREAS, said resolution locates and establishes certain County State Aid Highways within the corporate limits of the City of Winsted.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Winsted that the resolution adopted by the County Board, a copy of which is attached hereto and made part thereof, locating or establishing the County State Aid Highway system within the City limits is in all things approved.

Approved by the Winsted City Council this 6th day of June, 2023.

Steve Stotko, Mayor

Raquel Kirchoff, City Clerk-Treasurer



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: [952] 448-8838
Fax: [952] 448-8805
Bolton-Menk.com

June 1, 2023

City of Winsted
Attn: Adam Birkholz
201 First Street N
Winsted, MN 55395

RE: County Road 5 Extension Project - Award Recommendation Letter

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on May 9, 2023. Five bids were received and are tabulated below. The proposed work includes all materials and labor necessary to construct Industrial Drive (County Road 5) from County Road 1 to County Road 9. The low bid was submitted by Northern Lines Contracting, Inc. out of Hanover, MN.

CONTRACTOR	TOTAL AMOUNT BID
Northern Lines Contracting	\$4,202,196.66
R.L. Larson Excavating	\$4,253,372.94
Landwehr Construction	\$4,288,855.95
R&R Excavating	\$4,297,159.78
Meyer Contracting	\$4,532,531.86

Evaluation of the bids indicates the bidding process was competitive. The low bid submitted was 4.5% above the engineer's estimated amount of \$4,017,518.70 and 7.3% below the high bid of \$4,532,531.86. The bid amount above the engineers estimate is due to higher than expected escalation of construction costs which has been observed industry-wide over the past year.

The award of this contract is recommended to be made contingent on the execution of two in-progress items. The Gutzmann easement document is ready for signature and will be executed as soon as a signing date is set. The TEDI grant agreement is currently under review and is anticipated to be fully executed by the end of June.

Northern Lines Contracting has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract, contingent on the Gutzmann property easement and the executed TEDI grant agreement, in the amount of **\$4,202,196.66** to Northern Lines Contracting. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Joshua Eckstein

Cc: Jake Saulsbury, Bolton & Menk, Inc.

CHANGE ORDER NO. 1

**SRE ACQUISITION
WINSTED MUNICIPAL AIRPORT**

DATE OF ISSUANCE May 22, 2023

EFFECTIVE DATE May 26, 2023

OWNER CITY OF WINSTED, MN

Contract No. FAA AIP 3-27-0139-16-23 / SP NO. A4306-40

CONTRACTOR RDO EQUIPMENT CO.

ENGINEER BOLTON & MENK, INC.

You are directed to make the following changes in the Contract Documents.

Description: The contract is modified to revise the original bid from RDO Equipment Co. to meet Buy American Type 3 waiver requirements.

Attachments:

- Bid Revisions

CHANGE ORDER NO. 1

SRE ACQUISITION
WINSTED MUNICIPAL AIRPORT

DATE OF ISSUANCE June 5, 2023

EFFECTIVE DATE June 5, 2023

OWNER CITY OF WINSTED, MN

Contract No. FAA AIP 3-27-0139-16-23 / SP NO. A4306-40

CONTRACTOR RDO EQUIPMENT CO.

ENGINEER BOLTON & MENK, INC.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Bid Price <u>\$ 411,935.36</u>	Original Contract Times Substantial Completion: <u>150 Working Days</u> Final Completion: <u>150 Working Days</u>
Net changes from previous Change Orders No. <u>\$ N/A</u>	Net changes from previous Change Orders No. <u>N/A</u>
Bid Price Prior to this Change Order <u>\$ 411,935.36</u>	Contract Times prior to this Change Order Substantial Completion: <u>150 Working Days</u> Final Completion: <u>150 Working Days</u>
Net Increase of this Change Order <u>\$ 9,611.22</u>	Net Increase of this Change Order <u>N/A</u>
Bid Price with all approved Change Orders <u>\$ 421,546.58</u>	Contract Times with all approved Change Orders Substantial Completion: <u>150 Working Days</u> Final Completion: <u>150 Working Days</u>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Ronald Roetzel, P.E.,
Bolton & Menk

By: _____
Adam Birkholz
City of Winsted

By: _____
Zac White
RDO Equipment Co.

CHANGE ORDER NO. 1

SRE ACQUISITION WINSTED MUNICIPAL AIRPORT

DATE OF ISSUANCE May 22, 2023

EFFECTIVE DATE May 26, 2023

OWNER CITY OF WINSTED, MN

Contract No. FAA AIP 3-27-0139-16-23 / SP NO. A4306-40

CONTRACTOR RDO EQUIPMENT CO.

ENGINEER BOLTON & MENK, INC.

HAS THIS CHANGE ORDER BEEN DISCUSSED WITH FAA OFFICIALS?

This change order was sent to Mark Johnson, FAA Program Manager, for review and approval.

1. BRIEF DESCRIPTION OF THE PROPOSED CONTRACT CHANGE(S) AND LOCATION(S).

The contractor requested to revise the model of tractor that was bid on the project to meet FAA Buy American Requirements.

2. REASON(S) FOR THE CHANGE(S).

3. The contractor was originally informed that the model they bid would be able to meet the contract requirements and Buy American Type 3 waiver at 60%. The contractor is requesting a change order to revise the model of loader that was bid. This model still meets the contract requirements as well as meeting the Buy American Type 3 waiver.

4. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST.

Cost changes detailed on page 2.

5. CONSEQUENCES OF CHANGE ORDER ATTACHMENT.

Revised bid documents attached. If this change order is not accepted, the City will not be able to proceed with pursuing federal funds on the project. The snow removal equipment will be critical to the City's Public Works staff for snow removal on the runway.

This Change Order will not have any effect on engineering fees.

6. CONFORMANCE TO AIP STANDARDS AND REGULATIONS.

This change order alters the contract times and does not include any changes to the existing conformance to AIP standards and regulations.



Investment Proposal (Quote)

RDO Equipment Co.
 11030 Holly Lane N
 Dayton MN, 55311
 Phone: (763) 294-7800 - Fax:

Proposal for:
 CITY OF WINSTED
 PO BOX 126
 WINSTED, MN, 553950126
 MCLEOD

Investment Proposal Date: 5/25/2023
Pricing Valid Until: 6/8/2023
Deal Number: 1661134
Customer Account#: 2366004
Sales Professional: Zac White
Phone: (763) 294-7800
Fax: (952) 948-1604
Email: zwhite@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Price Per Unit	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 544P	\$253,611.73	\$253,611.73
1	TBD TBD	0	New 2022 LITTLE FALLS MACHINE GPR1243E2	\$14,420.00	\$14,420.00
1	TBD TBD	0	New 2022 LITTLE FALLS MACHINE LLDL-10A	\$47,480.00	\$47,480.00
1	TBD TBD	0	New 2022 WHITMORE SALES INC LUBESYSTEM	\$16,143.00	\$16,143.00
1	TBD TBD	0	New 2022 ROCKLAND MFG 644CPLR	\$11,935.63	\$11,935.63
2	TBD TBD	0	New 2023 JOHN DEERE 5th/6th Function Hydraulics	\$10,414.00	\$20,828.00
1	TBD TBD	0	New 2023 RAVELING COMPANIES LLC 3.25 CU Yard bucket	\$23,308.64	\$23,308.64
1	TBD TBD	0	New 2023 RAVELING COMPANIES LLC ACS BACKS for Falls	\$4,318.18	\$4,318.18
Equipment Subtotal:					\$392,045.18

Purchase Order Totals

Balance: \$392,045.18
MN STATE TAX: \$26,953.11
MN COUNTY TAX: \$588.07
MN SPECIAL TAX: \$1,960.22
Sales Tax Total: \$29,501.40
Sub Total: \$421,546.58
Cash with Order: \$0.00
Balance Due: \$421,546.58

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2023 JOHN DEERE 544P	None	
1	TBD	2022 LITTLE FALLS MACHINE GPR1243E2	GPR1243E2 Loader Front Plow	\$14,420.00
1	TBD	2022 LITTLE FALLS MACHINE LLDL-10A	LLDL-10A FALLS MODEL LDL-10A LOADER MOUNTED SNOW WING	\$47,480.00
1	TBD	2022 WHITMORE SALES INC LUBESYSTEM	F222859 Groeneveld-Beka Univ Loader - 8L Pump Installed	\$10,912.00
			F199650 Groeneveld-Beka Additional Quick Coupler for Wheel Loader	\$660.00
			F125410 Groeneveld-Beka Twin 3 Windows Diagnostic Software Kit *optional*	\$594.00
			F230617 Tee Links Manual Lubrication Add-On Kit for Wheel Loaders *optional*	\$1,249.60
1	TBD	2022 ROCKLAND MFG 644CPLR	RHC2-50-ACS Hydraulic Wheel Loader Coupler Designed to Pick-Up ACS Attachments 1285 LBS To fit a John Deere 644P	\$10,560.00
2	TBD	2023 JOHN DEERE 5th/6th Function Hydraulics	byt12756 5th/6th Function Hydraulics	\$0.00
1	TBD	2023 RAVELING COMPANIES LLC 3.25 CU Yard bucket	3.25 Cubic Yard ACS style bucket	3.25 Cubic Yard ACS style bucket
1	TBD	2023 RAVELING COMPANIES LLC ACS BACKS for Falls	ACS Backs for Falls	ACS Backs for falls