



Winona City Council Agenda

Tuesday, February 18, 2020

6:30 P.M., Meeting No. 4

City Council Chambers – City Hall

3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

1st Ward Al Thurley

2nd Ward Eileen Moeller

3rd Ward Pamela Eyden

4th Ward George Borzyskowski

At-Large Michelle Alexander

At-Large Paul Schollmeier

1. Call to Order – Mayor & City Manager’s Comments – Roll Call	
2. Required Public Hearings	
<i>Planning</i>	1. 276 E. Garvin Heights Rezoning: AG/NR to R-R
<i>Planning</i>	2. 262 High Forest Rezoning: R-2 to MU-N
3. Petitions, Requests, Communications	
<i>City Clerk</i>	1. Sign and Banner Schedule
<i>City Clerk</i>	2. Temporary Wine and Malt Liquor Licenses for Habitat for Humanity
<i>City Clerk</i>	3. Temporary Wine and Malt Liquor Licenses for the Great River Shakespeare Festival
<i>City Clerk</i>	4. Temporary Wine and Malt Liquor License for Hurry Back Productions
<i>City Clerk</i>	5. Request to Hold Miles for Smiles Walk at West Lake
<i>City Clerk</i>	6. Request to Block Portion of Alley
<i>Parks & Recreation</i>	7. Request for Island City Beer Run .05K & 5K
4. Unfinished Business	
<i>Parks & Recreation</i>	1. Award Contract for Lake Park - Lions Club Playground Project
<i>City Clerk</i>	2. Vacate Alley in Central School Block
5. New Business	
<i>Planning</i>	1. Plat Review – Nisbit Beier Plat
<i>Community Development</i>	2. Mississippi Riverfront Path Phase I – Project and Funding
<i>City Manager</i>	3. Minnesota River Water Storage Initiative Resolution
<i>City Clerk</i>	4. Resolution of Support for the Twin Cities-Milwaukee-Chicago Second Train
<i>Parks & Recreation</i>	5. Prairie Island Campground Management Agreement Amendment #2
<i>Parks & Recreation</i>	6. Levee Park Master Plan – Phase Two
<i>City Clerk</i>	7. Amend Ordinance for Sunday Hours for On-Sale Liquor Sales

6. Reports of Committees

7. Council Concerns

<i>City Clerk</i>	1. Council Concerns
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8. Consent Agenda

<i>City Clerk</i>	1. Approval of Minutes – February 3, 2020
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<i>City Clerk</i>	2. Claim against the City by Rich Schneider
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9. Adjournment

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Required Public Hearings	<i>Originating Department:</i> Planning	<i>Date:</i> 02/18/20
<i>No:</i> 2		

Item: **276 E. Garvin Heights Rezoning: AG/NR to R-R**

No. **2.1**

Staff requests Council consider rezoning approximately 7 acres of 276 E. Garvin Heights Road from Agricultural/Natural Resources (AG/NR) to Rural Residential (R-R). On January 27th, the Planning Commission voted unanimously to recommend approval with the following findings:

1. No error, or oversight, was made in the 1959/1960 zoning of the site.
2. Properties to the south were rezoned from Agricultural to Residential Suburban (R-S) in 2003 to facilitate development of the Highlands Subdivision. This supports the R-R rezoning request.
3. The proposed rezoning matches the residential character of the area and thus will not impose undue hardship on adjacent landowners.
4. Given the proposed zoning district matches the low density residential character of the area, this is an appropriate area for R-R zoning.
5. Spot zoning is not evident.

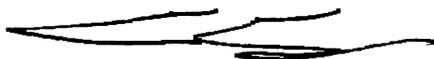
Given these findings, approval of the request is recommended. In consideration of this matter, the following alternatives are available to Council:

1. Approve the request as submitted. Under this option, a motion to introduce the attached ordinance for adoption should be made.
2. Deny the request. Under this option, Council will need to state on the record findings supporting the denial of the request.
3. Modify the request.
4. Table the item to allow staff additional time to answer any outstanding questions.

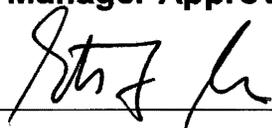
Attachments:

1. Ordinance to Rezone AG/NR to R-R
2. Planning Commission Report

Department Approval:



City Manager Approval:



ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF WINONA

THE CITY OF WINONA DOES ORDAIN:

SECTION 1. That the following described real property located in the City of Winona, County of Winona, State of Minnesota, be rezoned from AG/NR (Agricultural/Natural Resources District) to R-R (Rural Residential District):

See Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 2. That the zoning map be changed accordingly.

SECTION 3. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Winona, Minnesota, this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Real property in the City of Winona, County of Winona, State of Minnesota, described as follows:

That part of the East Half of the Northeast Quarter of Section 34, Township 107, Range 7, Winona County, Minnesota, described as follows:

Beginning at the southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 34; thence on an assumed bearing of East, along the south line of said Northeast Quarter of the Northeast Quarter, 857.54 feet to a point hereinafter referred to as Point B; thence South 01 degrees 30 minutes 00 seconds West, 5.52 feet to the northeasterly corner of the property described in Document No. 481771, of record and on file in the office of the County Recorder in and for said Winona County, and the point of beginning of the land to be described; thence North 01 degrees 30 minutes 00 seconds East, 5.52 feet to said Point B; thence continue North 01 degrees 30 minutes 00 seconds East, 449.25 feet; thence North 89 degrees 42 minutes 54 seconds West, 621.08 feet; thence South 13 degrees 49 minutes 31 seconds East, 60.69 feet; thence South 09 degrees 54 minutes 29 seconds West, 167.19 feet; thence South 27 degrees 57 minutes 29 seconds West, 272.09 feet; thence South 47 degrees 42 minutes 29 seconds West, 19.15 feet, more or less to the northerly line of said property described in Document No. 481771, thence North 88 degrees 34 minutes 00 seconds East, along said northerly line, 765.40 feet to the point of beginning.

PLANNING COMMISSION

AGENDA ITEM: 4. Public Hearing – 276 E Garvin Heights Road Zone Change

PREPARED BY: Carlos Espinosa

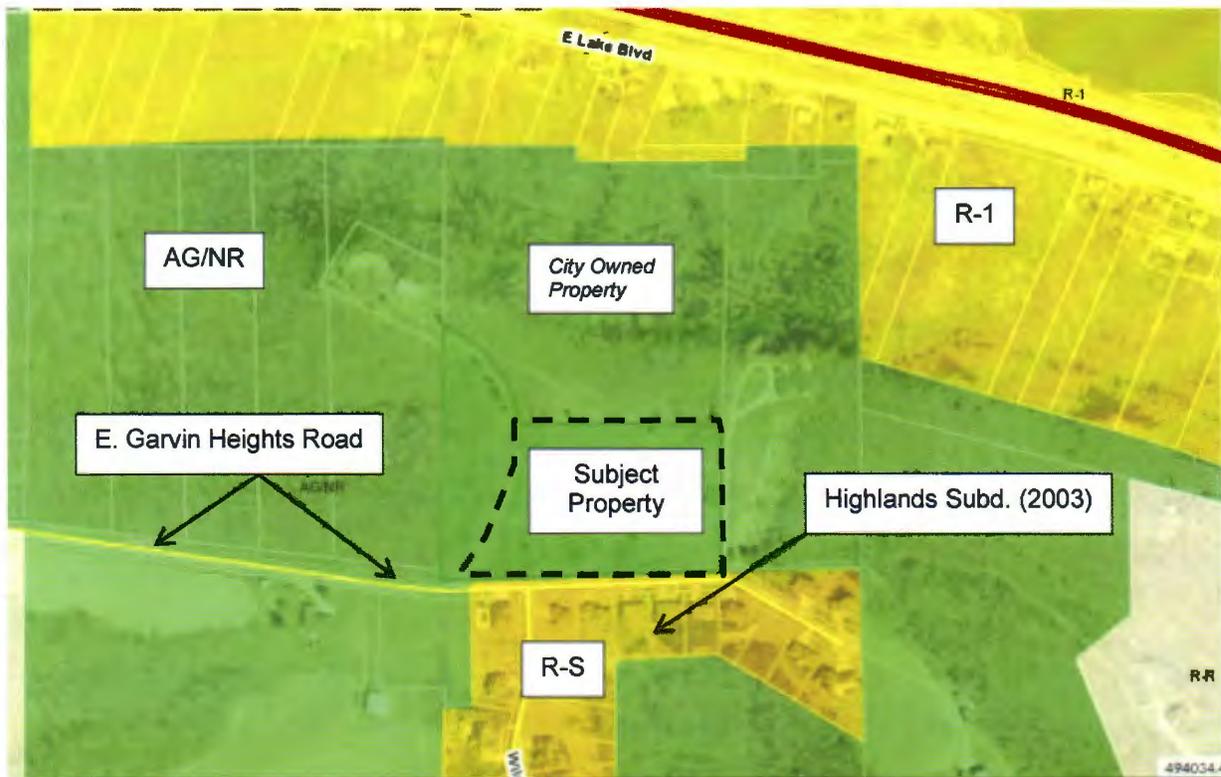
DATE: January 27, 2020

BASE DATA

Petitioner:	JP Corp
Property Owners:	JP Corp
Location:	276 E. Garvin Heights Road
Area:	Approximately 7 Acres
Existing Zoning:	AG-NR (Agricultural Natural Resources)
Requested Zoning:	R-R (Rural Residential)

Surrounding Land Use/Zoning:

North: Agricultural/Natural Resources (AG/NR) –
City Owned Property
South: Residential – R-S
East: Agricultural/Natural Resources (AG/NR)
West: Agricultural/Natural Resources (AG/NR)



Site Zoning History:

The subject property was zoned Agricultural following annexation of Winona Township and adoption of the Township Zoning Plan in 1998.

Property to the south was rezoned from Agricultural to Residential Suburban (R-S) in 2003 to facilitate development of the Highlands Subdivision. Although the R-S zoning classification allows minimum lot sizes of 12,000 square feet, most of the lots in the subdivision were platted at 20-27,000 square feet. The proposed R-R zoning has a minimum lot size of 18,000 square feet, which will help facilitate a development pattern consistent with this subdivision.

Future Plans for Property:

The petitioner plans to subdivide the property to construct seven (7) single family homes fronting on Garvin Heights Road. As part of the subdivision, the petitioner would dedicate approximately four (4) acres of property to the City of Winona at no cost (see below). In addition to subdivision standards, the future development of the site is subject to the City's Bluffland regulations. As a result, if rezoning is approved, the overall development will return to the Planning Commission for preliminary and final plat review.



ANALYSIS

A) Was there an error or oversight in the original zoning of the site?

No, this parcel was zoned Agricultural following annexation of Winona Township and adoption of the Township Zoning Plan in 1998.

B) Has there been a change in area development patterns since original zoning, which may warrant rezoning?

Properties to the south were rezoned from Agricultural to Residential Suburban (R-S) in 2003 to facilitate development of the Highlands Subdivision.

C) Would potential uses within the requested zoning impose “undue hardship” such as noise, odors, etc., on adjacent landowners?

The proposed rezoning essentially matches the residential character of the area and thus will not impose undue hardship on adjacent landowners.

D) Would the public interest be better served if rezoning was done in another area?

As stated above, the proposed zoning district essentially matches the low density residential character of the area. Thus, this is an appropriate area for the proposed Rural-Residential zoning district.

E) Could the rezoning be construed as being spot zoning?

Spot zoning generally occurs if one of the following tests is met:

- A. The rezoning action results in benefits which are only enjoyed by the petitioner. The rezoning does not solely benefit the petitioner. Rezoning the subject properties will facilitate development of housing which is needed in the Winona area.
- B. The zoning change is arbitrary, capricious, or unreasonable. The proposed rezoning is in conformance with the 2007 Comprehensive Plan. Thus, the rezoning is not arbitrary, capricious, or unreasonable.
- C. Rezoning is not consistent with goals and objectives of the Comprehensive Plan.

The 2007 Comprehensive Plan designates the subject property as “Limited Residential”:

LR - Limited Residential	
Housing on large lots, generally not part of a subdivision, and often served by on-site utilities. A transitional use type in the Urban Expansion area, but expected to continue in some locations throughout this planning period.	Plan for eventual transition to central utilities, where feasible Site houses to protect significant viewsheds

Thus, the proposed rezoning is consistent with the goals and objectives of the Comprehensive Plan.

NEXT STEPS

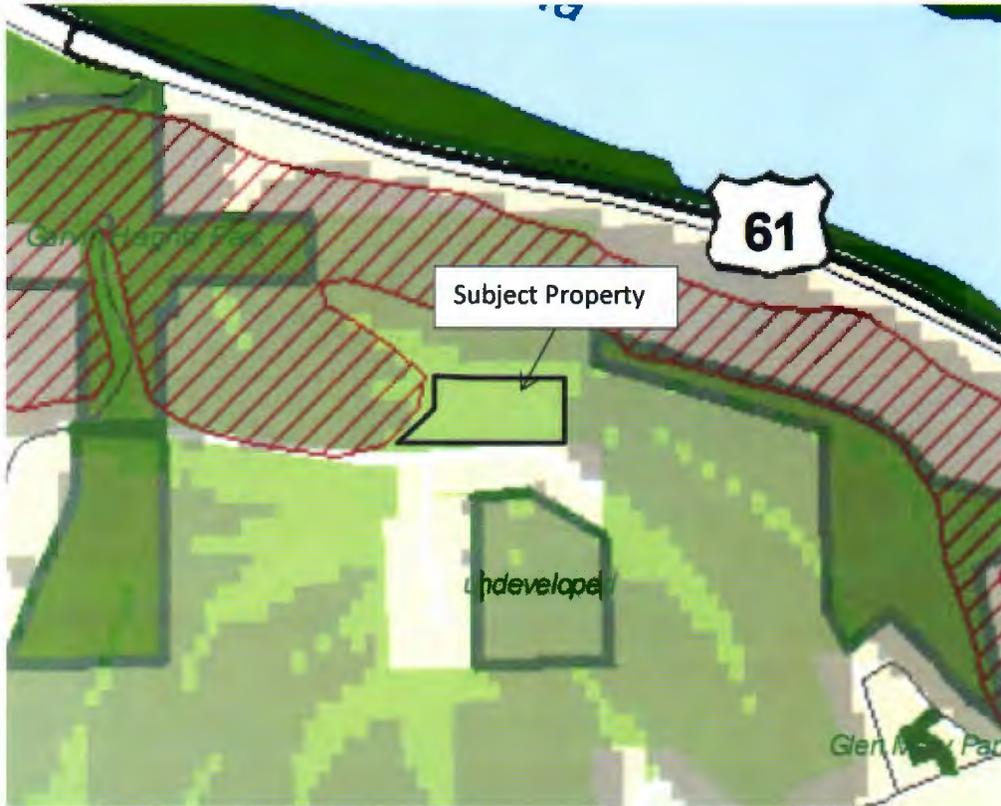
In consideration of this matter, the following actions are available to the Commission:

1. Recommend approval of the request, adopting the analysis above as the findings of the Planning Commission.
2. Recommend denial of the request. If denial is recommended, specific reasons should be given. These reasons should pertain to the potential uses of the proposed zone. In this case, a motion should be made to “postpone further consideration and direct staff to bring a resolution of denial to the next meeting.”
3. Table the item to allow staff additional time to answer questions.

Attachment:

-2007 Comp Plan Land Use Map

2007 Comp Plan Land Use Designation



-  Industrial Riverfront
-  General Mixed Use
-  Transportation and Utilities
-  Limited Residential
-  Low Density Residential
-  Traditional Neighborhood

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Required Public Hearings	<i>Originating Department:</i> Planning	<i>Date:</i> 02/18/20
<i>No:</i> 2		
<i>Item:</i> 262 High Forest Rezoning: R-2 to MU-N		
<i>No.</i> 2.2		

Staff requests Council consider rezoning 262 High Forest from R-2 to MU-N. On January 27th, the Planning Commission voted unanimously to recommend approval with the following findings:

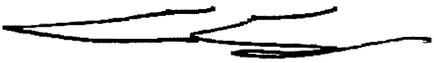
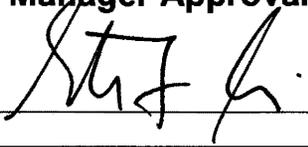
1. No error, or oversight, was made in the 1959/1960 zoning of the site.
2. Although residential land use patterns to the north and east of the site have remained stable since 1960, commercial use to the south has expanded and been the subject of multiple commercial rezoning actions since that time.
3. Rezoning the subject parcel is not likely to have any greater impact on adjacent properties than what exists in other nearby areas where residential uses are adjacent to Mixed Use Neighborhood zoning.
4. Given the subject property is a small piece of land, adjacent to an existing Mixed Use Neighborhood district, and on a block which has seen a number of zoning changes, the subject property is in an appropriate location for rezoning.
5. Spot zoning is not evident.

Given these findings, approval of the request is recommended. In consideration of this matter, the following alternatives are available to Council:

1. Approve the request as submitted. Under this option, a motion to introduce the attached ordinance for adoption should be made.
2. Deny the request. Under this option, Council will need to state on the record findings supporting the denial of the request.
3. Modify the request.
4. Table the item to allow staff additional time to answer any outstanding questions.

Attachments:

1. Ordinance to Rezone R-2 to MU-N
2. Planning Commission Report

Department Approval: 	City Manager Approval: 
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ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF WINONA

THE CITY OF WINONA DOES ORDAIN:

SECTION 1. That the following described real property located in the City of Winona, County of Winona, State of Minnesota, be rezoned from R-2 (Medium Density Residence District) to MU-N (Mixed Use Neighborhood Center District):

See Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 2. That the zoning map be changed accordingly.

SECTION 3. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Winona, Minnesota, this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Real property in the City of Winona, County of Winona, State of Minnesota, described as follows:

Beginning at a point on the Westerly line of Block Forty-one (41) of Hamilton's Addition to the City of Winona 90 feet Southerly from the Northwesterly corner of said Block; thence Easterly and at right angles to said Westerly line of said Block 62 ½ feet; thence at right angles Southerly 50 feet; thence at right angles Westerly 62 ½ feet; thence Northerly on the Westerly line of said Block 50 feet to the point of beginning.

PLANNING COMMISSION

AGENDA ITEM: 4. Public Hearing – 262 High Forest Zone Change

PREPARED BY: Carlos Espinosa

DATE: January 27, 2020

BASE DATA

Petitioner: Kwik Trip, Inc.

Property Owners: Kwik Trip, Inc

Location: 262 High Forest

Area: Approximately 3,125 sq. ft.

Existing Zoning: R-2 (One to Four Family Residence)

Requested Zoning: MU-N (Mixed Use Neighborhood)

Surrounding Land Use/Zoning:

North: Residential - R-2
South: Kwik Trip Store – MU-N
East: Residential - R-2
West: High Forest Street – R-2



Access: The property has alley access to High Forest Street.

Site Zoning History: The subject property has been zoned R-2 since 1959/1960. However, there have been multiple changes to the south and east of the property with the establishment and expansion of the Kwik Trip store.

The store was originally constructed in 1985 on two B-3 zoned lots at the northwest corner of Mankato and Broadway.

In approximately 1995 two additional properties on the south 1.2 of the block were rezoned from R-2 to B-1 to facilitate expansion/redevelopment of the store.

In 2010, Kwik Trip acquired the remaining two lots on this “half block” and received approval for rezoning the properties from R-2 to B-1. This

approval facilitated further expansion of the store and construction of a car wash.

In 2017, all of the properties occupied by Kwik Trip were rezoned to Mixed Use Neighborhood (MU-N) with approval of the Unified Development Code.

ANALYSIS

A) Was there an error or oversight in the 1959/1960 zoning of the site?

No, zoning of the site at that time was consistent with surrounding development patterns.

B) Has there been a change in area development patterns since original zoning, which may warrant rezoning?

As noted above, there have been multiple re-zonings related to the Kwik Trip use beginning in 1995.

C) Would potential uses within the requested zoning impose “undue hardship” such as noise, odors, etc., on adjacent landowners?

The Mixed Use Neighborhood (MU-N) zoning district is intended to facilitate commercial and residential uses adjacent to residential neighborhoods. Overall, rezoning the subject parcel is not likely to have any greater impact on adjacent properties than what exists in other nearby areas where residential uses are adjacent to MU-N zoning.

As proposed, rezoning of the property is intended to facilitate construction of a small parking lot (Attachment). Location of the parking lot within 50’ of a residential zoning district requires a variance. Thus, even if the zoning is approved, a variance is still required for the lot. Should the rezoning be approved and the variance request submitted, staff will recommend (at a minimum) that the following conditions be attached to a variance approval:

- 1) A minimum 6 foot tall privacy fence shall be constructed on the north and east sides of the parking area.
- 2) The parking area shall be separated from the sidewalk by a decorative fence, masonry wall, and/or landscaping approved by the Community Development Department to provide screening of the use.

If the variance is not approved, residential use of the existing house would still be a permitted use on the lot.

D) Would the public interest be better served if rezoning was done in another area?

Given the subject property is a small piece of land, adjacent to an existing MU-N district, and on a block which has seen a number of rezoning changes in the recent past, this is an appropriate location for rezoning. Expansion of the Kwik Trip Store in other directions is limited by other commercial uses, and the store does provide many resources that serve the adjacent neighborhood – which is in the public interest.

E) Could the rezoning be construed as being spot zoning?

Spot zoning generally occurs if one of the following tests is met:

- A. The rezoning action results in benefits which are only enjoyed by the petitioner. The benefits of the rezoning are enjoyed primarily by the petitioner. However, the rezoning does help sustain a use that is of value to the surrounding area.
- B. The zoning change is arbitrary, capricious, or unreasonable. If approved, the request would serve to modify/expand existing commercial zoning patterns, which have existed in this neighborhood since 1960. From this standpoint, it is not unreasonable.
- C. Rezoning is not consistent with goals and objectives of the Comprehensive Plan. The 2007 Comprehensive Plan designates the subject property as Traditional Neighborhood:

Traditional Neighborhood (Medium Density)	
Characterized by grid or connected street pattern, houses oriented with shorter dimension to the street and detached garages, some with alleys. Interspersed with neighborhood parks, schools, churches, and home-businesses; neighborhood commercial within walking distance. Includes many of City's older neighborhoods, and a few newer ones that employ this pattern.	May also be appropriate in Mixed Residential portions of Urban Expansion area, as a way of protecting open space and creating more diverse and self-contained neighborhoods. May include small-scale commercial, office, civic uses.

Thus, it can be argued that the request does not completely align with the Comprehensive Plan's land use designation.

NEXT STEPS

In summary, the analysis has determined that:

1. No error or oversight in original zoning was made.
2. Although residential land use patterns to the north and east of the site have remained stable since 1960, commercial use to the south has expanded and been the subject of multiple commercial rezoning actions since that time.
3. Rezoning the subject parcel is not likely to have any greater impact on adjacent properties than what exists in other nearby areas where residential uses are adjacent to Mixed Use Neighborhood zoning.
4. Given the subject property is a small piece of land, adjacent to an existing Mixed Use Neighborhood district, and on a block which has seen a number of zoning changes, the subject property is in an appropriate location for rezoning.
5. A case for spot zoning may be argued given the benefits of the rezoning primarily flow to the petitioner and the request does not completely align with the Comprehensive Plan's Land Use Designation. On the other hand, given the history of zone changes for adjacent properties, the request is not arbitrary, capricious, or unreasonable.

In consideration of this matter, the following actions are available to the Commission:

1. Recommend approval of the request, adopting the analysis above as the findings of the Planning Commission.
2. Recommend denial of the request. If denial is recommended, specific reasons should be given. These reasons should pertain to the potential uses of the MU-N zone. In this case, a motion should be made to "postpone further consideration and direct staff to bring a resolution of denial to the next meeting."
3. Table the item to allow staff additional time to answer questions.

Attachments:

- A) Application Letter and Proposed Parking Area
- B) Use Table

A)



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

VIA E-MAIL & USPS

January 2, 2020

Carlos Espinosa
City of Winona - City Planner
207 Lafayette Street
PO Box 378
Winona, MN 55987

Dear Carlos,

Kwik Trip recently purchased property at 262 High Forest St with the intention of building a parking lot. This will be a standalone parking lot with two of the neighboring lots being residential.

The property is on the other side of the alley from our current store, preventing Kwik Trip from combining the lots. Since we cannot combine the lots we are left with a standalone parking lot as the most reasonable option.

The purpose of this project is to create additional employee and guest parking since this store is often congested and parking is sometimes difficult. Our goal is to make this site safer, less congested and easier to navigate. We have reached out to the two adjacent residential lots and received a response from the owners of 755 E 5th St expressing interest in a privacy fence, which we find as a reasonable request and are willing to accommodate.

Please let me know if you need any additional information or have any questions.

Thank you,

Nick Newman

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.



A) General

- 1) **Table 43-1: Principal Uses Table**, lists land uses and indicates whether they are permitted, permitted with standards, conditional, interim, or prohibited. The table also includes references to whether additional use specific standards are applicable to that use. The following definitions shall be referenced when using Table 43-1:
 - a) Permitted uses – a “P” in a cell of the use table indicates that the land use is allowed by right in the base zoning district.
 - b) Permitted with standards use – a “PS” in a cell of the use table indicates that the land use is allowed when standards identified in Chapter 43 Article 03 Division 7 are met. Uses permitted with standards are also subject to all other applicable requirements of the UDC.
 - c) Conditional – a “C” in a cell of the use table indicates that the land use is allowed in the base zoning district only upon approval of a conditional use permit as described in Section 43.06.24 and in compliance with any use specific standards identified in Article 03 Division 7. Uses subject to a conditional use permit are also subject to all other applicable requirements in the UDC.
 - d) Interim – an “I” in a cell of the use table indicates that the land use is allowed in the base zoning district only upon approval of an interim use permit as described in Section 43.06.24 and in compliance with any use specific standards identified in Article 03, Division 7. Uses subject to an interim use permit are also subject to all other applicable requirements in the UDC.
 - e) Prohibited – a blank cell in the use table indicates that the land use is prohibited in that base zoning district.

Table 43-1: Principal Uses Table

Use Type	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Residential																
Household Living																
Dwelling, single-family	P	P	P	P	P	P			P	P					P	
Dwelling, two- to four-family			PS	P	P	P			P	P						Yes
Dwelling, conversion to two-, three-, and four-family			C	PS	PS	PS			PS	PS						Yes
Dwelling, attached townhouse or rowhouse (5 or more units)			C	PS	PS	PS		PS	PS	PS	PS	PS				Yes
Dwelling, apartment (5 or more units)						P		P	P	PS	PS	PS				Yes
Dwelling, apartment mixed use (1 or more units)							PS	PS	PS	P	P	P				Yes
Manufactured home park			C	C	C	C	C	C	C	C	C	C				Yes
Group Living																
Assisted living facility					C	P	C	C		P	P	P				

Table 43-1: Principal Uses Table

Use Type	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Emergency Shelter							C	C	C	C	C	C				Yes
Fraternity or sorority					C	C		C	C							Yes
Long-term or transitional care facility					C	P	C	C		P	P	P				
Overnight Shelter							C	C	C	C	C	C				Yes
Residential care, licensed in-home (6 or fewer persons)	P	P	P	P	P	P	P	P	P	P	P	P			P	
Residential care, licensed in-home (7 or more persons)				P	P	P	P	P	P	P	P	P				
Roominghouse (3 or greater units)							C	C		C	C	C				
Lodging																
Bed and breakfast (B&B), owner-occupied tourist home, 2 rooms maximum	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
B&B, owner-occupied tourist home, 3 rooms maximum			I	I	I	I	PS	PS	I	I	PS	PS				Yes
B&B, owner-occupied tourist home, 5 rooms maximum					I	I	PS	PS	I	I	PS	PS				Yes
B&B, owner-occupied tourist home, any number of rooms						I	PS	PS	I	I	PS	PS				Yes
Hotel							P	P			P	P				
Motel or motor hotel								PS			PS	PS				Yes
Residential retreat center, non-owner occupied tourist home	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
Public & Institutional																
Cemetery	P	P													P	
Club or lodge					C	C	C	C	C	C	C	C				
Emergency service facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
Hospital						C				C	C	C				Yes
Municipal, county, state, or federal administrative building	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
Religious facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
School, college or university	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes

Table 43-1: Principal Uses Table

Use Type	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Day care facility							P	P	P	P	P	P	P	P		Yes
Funeral home or mortuary						C		C	C	C	C	P	P	P		Yes
Personal service and repair business							P	P	P	P	P	P	P	P		Yes
Personal service with drive-through							C	PS	C		PS	P	P	P		Yes
Storage facility										P	P	P	P	P		Yes
Business & Technical Services																
Office, business, professional, or administrative						C	P	P	P	P	P	P	P	P		Yes
Publishing							P	P		P	P	P	P	P		Yes
Research or scientific laboratory							C	C		P	P	P	P	P		Yes
Studio, gallery or work space, commercial art/performance						C	C	C	C	C	P	P	P	P		Yes
Studio, visual or sound production							C	C		C	P	P	P	P		Yes
Industrial																
Brewery, large														PS		Yes
Brewery, small							C	C				PS	PS	PS		Yes
Construction contractor yard								C				PS	PS	PS		Yes
Crematory														PS		Yes
Farm winery															C	
Makerspace							C	C	C	C	P	P	P	P		
Manufacturing, Light							C	C				PS	PS	PS		Yes
Manufacturing, Heavy														C		Yes
Meat packing, stockyard or slaughterhouse														C		
Microdistillery							C	C				PS	PS	PS	C	Yes
Printing							C	C			PS	PS	PS	PS		Yes
Scrap, salvage or storage yard														PS		Yes
Silica sand processing facility														C		Yes
Storage of Grain, Flour Fertilizer, Livestock Feed or Fuel													PS	PS		Yes
Warehouse or wholesale trade								C				P	P	P		
Recreation & Open Space																
Active park or playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Campground															PS	Yes

Table 43-1: Principal Uses Table

Use Type	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Golf course	C	C	C	C	C	C									C	
Marina													P	P		
Passive park, open space, natural area, or trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Nature or wildlife preserve, sanctuary, management area, or historic area															P	
Commercial recreation, outdoor							C	C		PS	PS	PS	PS	PS		Yes
Public recreation, outdoor					PS	PS	C	C	PS	PS	PS	PS	PS	PS		Yes
Natural Resources & Agriculture																
Agriculture - raising of crops	P														P	
Agriculture - raising of livestock	PS														PS	Yes
Animal stable															PS	Yes
Commercial greenhouse, nursery, tree farm, or orchard	PS									C	C	PS	PS	PS	PS	Yes
Community garden	P	P	P	P	P	P	P	P	P						P	
Extraction pit															C	Yes
Land alteration when not incidental to construction of a permitted use	C	C	C		C	C				C					C	Yes
Timber harvesting															P	
Utilities & Transportation																
Airport														C	C	
Electric or heat generation plant														C		
Essential services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Motor Freight Station													PS	PS		Yes
Parking, standalone structural							C	C	C	PS	PS	PS	PS	PS		Yes
Parking, standalone non-structural							PS	PS	PS	PS	PS	PS	PS	PS		Yes
Public/utility maintenance facility					P	P				P	P	P	P	P		
Railroad yard or freight station														PS		Yes

Table 43-1: Principal Uses Table

Use Type	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Regional utility lines and towers (pipelines, power transmission lines over 35 KV relay, commercial radio, television and communication towers)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Yes
Solar or wind farm															C	
Transfer station														PS		Yes
Transportation facility used to ship silica sand														C		Yes
Water or sewer treatment facility														C		

REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department:	Date:
No: 3	City Clerk	02/18/20

Item: Sign and Banner Schedule

No. 3.1

SUMMARY OF REQUESTED ACTION:

The schedule below for signs and banners includes events to be posted during from March through July of 2020. A request for the rest of the year will be presented at a later meeting. If other events would like to request a sign, they can still make a request, subject to availability. If Council concurs, a motion to approve the list would be in order.

Mankato Banner	Lake Park	Central Park	From:	To:	Organization	Event
		x	02/24/20	03/09/20	Master Gardeners	Master Gardeners Day
x			03/02/20	03/16/20	Pleasant Valley Church	Camp Awesome
		x	03/23/20	04/06/20	St. Stan's Church	St. Stan's Craft Fair
					Mid West Music Fest	Mid West Music Fest
x			03/30/20	04/13/20	Minnesota Marine Art Museum	MMAM Second Saturdays
	x		03/30/20	04/06/20	Engage Winona	Census Complete Count
	x		04/06/20	04/27/20	Mid West Music Fest	Mid West Music Fest
		x	04/06/20	04/13/20	Engage Winona	Census Complete Count
x		x	04/13/20	04/27/20	Cotter High School	Cotter Auction
x			04/27/20	05/04/20	Polish Cultural Institute	Constitution Day
x			05/04/20	05/11/20	Farmers Market	Farmers Market
x			05/11/20	05/18/20	Steamboat Days	Steamboat Days
	x		05/11/20	05/18/20	Pleasant Valley Church	Camp Awesome
		x	05/11/20	05/26/20	Home & Community Options	HCO Play
	x		05/18/20	06/08/20	Home & Community Options	HCO Play
		x	05/26/20	06/15/20	Steamboat Days sign	Steamboat Days
x			06/08/20	06/22/20	Steamboat Days	Steamboat Days
	x		06/08/20	06/22/20	Live Well Winona	Winona County ASAP
		x	06/15/20	07/06/20	Great River Shakespeare Festival	Shakespeare Fest
x			06/22/20	07/06/20	Great River Shakespeare Festival	Shakespeare Fest
	x		06/29/20	07/13/20	Women's Resource Center	Garden Tour

Department Approval:

Monica Hennessy Nolan

City Manager Approval:

Shirley J. Fri

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 3	City Clerk	02/18/20

Item: **Temporary Wine and Malt Liquor Licenses for Habitat for Humanity**

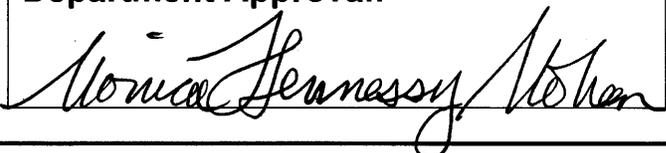
No. **3.2**

SUMMARY OF REQUESTED ACTION:

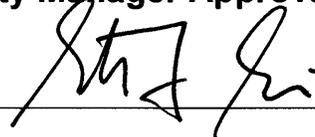
Habitat for Humanity Winona - Fillmore Counties has applied for a Temporary On-Sale Wine and Malt Liquor license to be used a concert hosted by Hurry Back Productions and performed at the St. Cecilia Theater at Cotter High School, 1115 West Broadway. The dates of the event is Saturday, April 18, 2020, and the liquor license would be in effect from 6:00 to 10:30 p.m. that night.

All documents are in order and administration recommends approval of the license.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 3	City Clerk	02/18/20

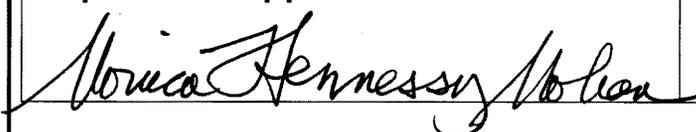
<i>Item:</i> Temporary Wine and Malt Liquor Licenses for the Great River Shakespeare Festival
<i>No.</i> 3.3

SUMMARY OF REQUESTED ACTION:

The Great River Shakespeare Festival has applied for a Temporary On-Sale Wine and Malt Liquor license to be used for a concert hosted by Hurry Back Productions and performed at the St. Cecilia Theater at Cotter High School, 1115 West Broadway. The dates of the event is Saturday, March 21, 2020, and the liquor license would be in effect from 6:00 to 10:30 p.m. on that night.

All documents are in order and administration recommends approval of the license.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **Petitions, Requests,
Communications**

Originating Department:

Date:

No: 3

City Clerk

02/18/20

Item: **Temporary Wine and Malt Liquor License for Hurry Back Productions**

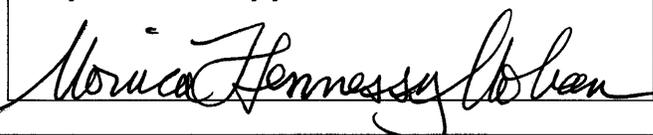
No. 3.4

SUMMARY OF REQUESTED ACTION:

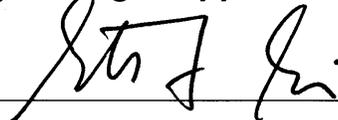
Hurry Back Productions has applied for two Temporary On-Sale Wine and Malt Liquor licenses to be used for concerts they are hosting at the St. Cecilia Theater at Cotter High School, 1115 West Broadway. The dates of the events are Friday, March 27, and Saturday, May 9, 2020. The liquor license would be in effect from 6:00 to 10:30 p.m. on each night.

All documents are in order and administration recommends approval of the licenses.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department:	Date:
No: 3	City Clerk	02/18/20

Item: Request to Hold Miles for Smiles Walk at West Lake

No. 3.5

SUMMARY OF REQUESTED ACTION:

Ridgeway Community School
35564 Winona Country Rd. 12
Houston, MN 55943

To Whom It May Concern,

I am writing to inform the council of our walk/run (Miles for Smiles) that will take place Saturday, May 30, 2020. We have reserved Hiawatha Valley Marines Shelter and the West Lake Trail. Our estimated time is 7:00 a.m. – 12:00 p.m. Participants may be raising pledges and turning in their entry fee that morning.

Please contact me if you have further questions.

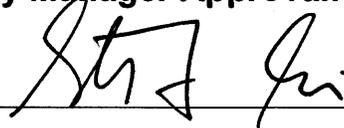
Thank You,

Jodi Dansingburg
Miles for Smiles Committee Member
Phone: 507-454-9566

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications

Originating Department:

Date:

No: 3

City Clerk

02/18/20

Item: Request to Block Portion of Alley

No. 3.6

SUMMARY OF REQUESTED ACTION:

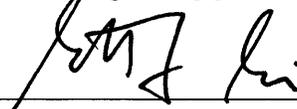
Dear Councilmembers,

I am requesting to have the west access to the alley and 32 feet to the property line that I share with Sammy's Pizza blocked off. I would only essentially be looking to block off directly behind my building located at 128 West 2nd on Saturday, March 7, 2020 from 10:00 a.m. – 6:00 p.m. I've talked to all the businesses on my block and have received permission.

Chad Brink
Owner Port 507
chadmbrink@yahoo.com

Department Approval:

City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **Petitions, Requests, Communications**

Originating Department:

Date:

No: 3

Parks & Recreation

02/18/20

Item: **Request for Island City Beer Run .05K & 5K**

No. 3.7

SUMMARY OF REQUESTED ACTION:

On Saturday, April 25, 2020, Four One Four Events and Island City Brewing will be sponsoring the Beer Run .05K and 5K run/walk. The .05K will begin at 10:00 a.m., the 5K at 10:30 a.m. and both events will end at 12:00 p.m.

In preparation for the event, City Staff met with Four One Four Events and Island City Brewery. The following logistics should be noted:

- The event will take place in Levee Park at the same time as the Farmer's Market.
- City Staff have obtained written permission from the owner of Jefferson's Pub & Grill to allow use of the parking lot until 12:00 p.m.
- Event organizers will notify on-route businesses via USPS.

Staff has reviewed the agreement drafted by the City Attorney's office and recommends approval of the agreement; it is attached for your review.

If Council concurs a motion to approve the attached license agreement would be in order.

Department Approval:



City Manager Approval:



**LICENSE AGREEMENT
ISLAND CITY BEER RUN .05K & 5K**

This License Agreement (the "Agreement") is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and, Four One Four Events, LLC, a limited liability company under the laws of the State of Wisconsin (the "Licensee"); (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of the Levee Park and all streets/sidewalks located in the City of Winona, County of Winona, State of Minnesota; and

WHEREAS, the Licensee desires to hold a 5K Run/Walk event starting at the City's Municipal Parking Lot #7, through Levee Park, and continuing along the route specified herein in Exhibit A (the "Event"); and

WHEREAS, the Licensor is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Premises.** The Licensor is the owner of the Levee Park and streets in the City of Winona along the Event race route specified herein (the "Licensed Premises" or "public areas"). The Licensee is hereby granted a terminable license to use the public areas to hold a .05K and 5K Run/Walk Event according to the race route and specifications, which are attached hereto and incorporated herein by reference as Exhibit A. The Licensee shall use the specified public areas only for the Event purposes stated herein.
2. **Term.** The term of this Agreement shall be: Saturday, April 25, 2020, from 4:00 a.m. to 12:00 p.m.
3. **Purpose.** The following Event is hereby approved by the City of Winona: a .05K and 5K Run/Walk starting at the Island City parking lot and following the route described in Exhibit A.
4. **Permits and Inspections.** The Licensee agrees to obtain all applicable permits and pay the respective permit fees as may be required by the City and any other governing bodies having jurisdiction. This Agreement does not exempt the Licensee or any participants or spectators during the Event from observing all ordinances and laws, especially those pertaining to noise and the consumption of intoxicating liquor or 3.2% malt beverages. Inspections shall be made by staff of Licensee to ensure compliance with all applicable local ordinances and state statutes.
5. **Portable Restrooms.** The location of all portable restrooms shall be approved by the Public Works Department. The restrooms shall be properly operated, maintained and serviced, as needed or required.

6. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the limited purpose of the Event stated above. Events or portions thereof may be canceled without notice to the Licensor, but no events may be added or changed to a time not listed herein or on the attached Exhibit A without the Licensor's written consent following reasonable notice from Licensee of the added or rescheduled event(s). During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. In addition, the Licensee shall be responsible for cleaning the Licensed Premises to the satisfaction of the City at the close of the Event. The Licensee shall restore the Licensed Premises to its original condition at the inception of this License Agreement immediately following the conclusion of the Event. Should the Licensee fail to restore the Licensed Premises to its original condition or such condition as directed by the City Public Works Director, the Licensor may do so at its option, and the Licensee shall pay to the Licensor the cost of Licensor restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
7. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor. The Licensee, however, may license and sublet portions of the Licensed Premises to licensees, vendors and participants in the Event, provided that the substance of this Agreement is carried forward into any agreements with licensees, vendors and participants.
8. Maintenance/Alteration of Licensed Premises. During the Event, the Licensee shall keep the Licensed Premises in a sanitary condition and keep the Licensed Premises free from refuse. The Licensee shall be responsible for the repair of any damages to the Licensed Premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the Licensed Premises without the prior written consent of the Licensor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, clean up and properly dispose of all refuse and debris caused by the Event and restore the Licensed Premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.
9. The Licensor's Access. The Licensor, its employees, and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement.
10. Insurance and Hold Harmless Provisions.
 - a. Hold Harmless Agreement. The Licensee assumes and agrees to pay for all loss or damage to property whatsoever and injury to or death of any person or persons

whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction and maintenance or use of the Licensed Premises or any facilities used by the Licensee or its licensee, vendors and participants in connection with the Event. The Licensee shall indemnify the City against and agrees to save it harmless from any and all claims, demands, lawsuits, or liability for, and such loss or damage, injury, death, and costs and expenses incident thereto. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the Licensor. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

This clause shall not be interpreted to release any vendor, participant or operator from the requirements of this Agreement and to provide insurance and certificates of insurance to the Licensor as provided below, before set-up of operations will be allowed.

- b. Liability Insurance Coverage. The Licensee shall, at their expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Winona shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the Event. Licensee's coverage shall be primary and noncontributory in the event of a loss. The insurance policy(ies) and certificate(s) shall not be canceled or its conditions altered in any manner without ten (10) days prior written notice to the City Manager of the City of Winona. The insuring company shall deliver to the City Clerk, certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied.

Licensee shall require that all licensee, vendors and operators are covered by commercial general liability coverage and that the Licensor has additional insured status. No licensee, vendor or operator shall be allowed to set-up operations until the Licensee has verified that the licensee, vendor or operator has the required commercial general liability insurance coverage.

11. Cost of Electricity. The Licensee will be responsible for paying for the costs of electricity used in conjunction with the Event.
12. Traffic and Crowd Control. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the City Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
13. Removal of Equipment and Portable Restrooms. All equipment shall be removed at the close of the Event. The portable restrooms and dumpster shall be removed no later than Monday, April 27, 2020. The Licensee shall immediately clean up refuse and debris from the Event within the Licensed Premises after the close of the Event. Representatives from the City and the Licensee shall inspect the Licensed Premises at the close of the Event to release the Licensee from its obligations under this Agreement.
14. Contact Information. The Licensee shall designate the contact persons responsible for the

various areas or activities of the Event and provide the City with the names and phone numbers of those contact persons.

15. Termination of License. If at any time the Licensee breaches a material term or condition of this Agreement, the City Manager may declare this Agreement immediately null and void, upon the Licensor's provision of written notice of the same to the Licensee.
16. General Terms.
 - a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
 - d. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
 - e. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
 - f. Governing Law. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
 - g. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

- h. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- k. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. Survivability. All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- m. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOUR ONE FOUR EVENTS, LLC

By: _____
Sam Kassel, Its Founder & Event Director

CITY OF WINONA

By: _____
Stephen T. Sarvi, Its City Manager

By: _____
Monica Hennessy Mohan, Its City Clerk

EXHIBIT A

ROUTE

The 5K run/walk will utilize the following route:

Island City Parking Lot; West across Center Street, West through Lot #7 to Levee Park; North onto Levee Park Patio; East on path past Lot #9; West on Cal Fremling Parkway; West on Levee Park Bike Path; South at Riverview Drive Bike Path, South across West 2nd Street; South across West 3rd Street; enter bridge pedestrian path; North on bridge pedestrian path; across bridge; South on pedestrian path underneath bridge; turn-around at end of pedestrian path to the West of Latsch Island Road; return on same route.

Route map



Friday, April 24, 2020 – City to place barricades

The City shall provide 16 barricades for street closures at the locations described herein. Barricades are to be delivered by the Street Department on this day; event staff will place the barricades on the road and restrict vehicular access by 8:00 a.m. on this day.

Saturday, April 25, 2020 – Event day

The following streets and municipal parking lots shall be closed to vehicular traffic from 8:00 a.m. to 12:00 p.m. on this day.

1. The foot of Center Street north of red line and south of the railway
STREET DEPARTMENT: Place (2) Barricades

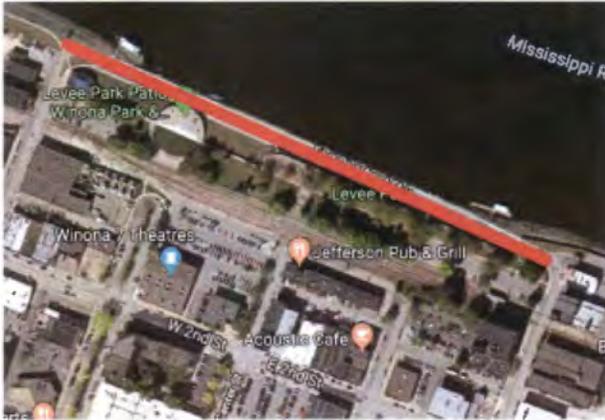


2. Municipal parking lot #7, 60 Main Street, northern two rows of parking (44 stalls)
STREET DEPARTMENT: Place (26) Cones and no parking signs for Saturday, April 25 from 8:00 a.m. to 12:00 p.m.



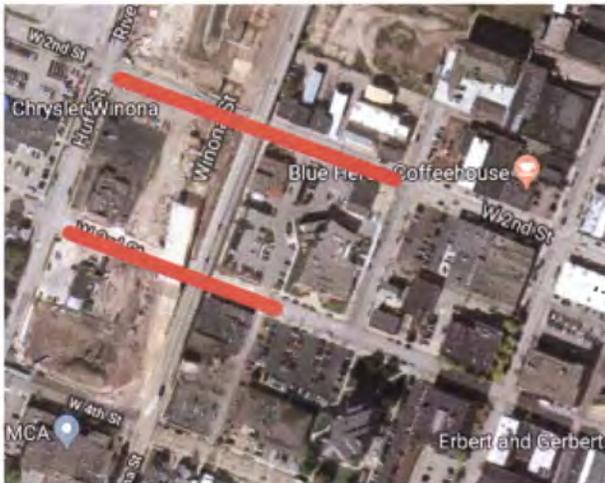
3. Cal Fremling Parkway

STREET DEPARTMENT: Place (4) Barricades, (2) on each end



4. West 2nd and 3rd Street between Huff Street and Washington Street

STREET DEPARTMENT: Place (8) Barricades, (2) on each end of red line



5. Course turnaround, Latsch Island Road

STREET DEPARTMENT: Place (2) Barricades at end of bike path



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Unfinished Business	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 4	Parks and Recreation	02/18/20

Item: **Award Contract for Lake Park - Lions Club Playground Project**

No. 4.1

SUMMARY OF REQUESTED ACTION:

Bids were received on February 3, 2020 for the Lake Park - Lions Club Playground project. A tabulation of the proposals received is as follows:

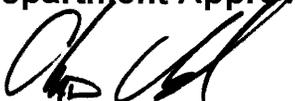
<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bids</u>	<u>Total</u>
GRS Enterprises Inc.	\$162,152.30	\$25,757.99	\$187,910.29
Wapasha Construction	\$195,184.94	\$39,952.19	\$235,137.13
Pember Companies, Inc.	\$210,883.75	\$39,414.35	\$250,298.10

The City has worked closely with the local Lions Clubs in their effort to raise funds for the "Every Child's Dream - Winona" playground project at the Bandshell. The Lions Club and the City of Winona has secured over \$500,000 in donations and in-kind pledges.

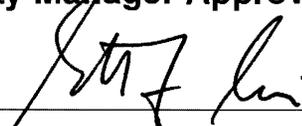
The City originally bid this project in October 2019 and rejected all the bids received at that time. The City re-bid the project in January of 2020. The bids did come in lower than the originals received in October. Although the bids are lower than October, the project is approximately \$53,000 short. Staff is recommending the transfer of up to \$58,500 from the Facility Fund to cover the shortfall, including a contingency.

If the Council concurs with the staff recommendations to accept the base bid and add alternates A and B, a motion to adopt the attached resolution would be in order.

Department Approval:



City Manager Approval:



RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that it enter into a contract for the Lake Park – Lions Club Playground Project, in accordance with the specifications dated January 13, 2020 covering the same and on file with the Parks and Recreation Department, and that the Mayor and City Clerk execute the contract; and

BE IT FURTHER RESOLVED that the proposal of GRS Enterprises Inc. in the amount of \$187,910.29 it being the most favorable proposal received and it being the lowest responsible bidder therefore, be and the same is hereby accepted, and that the bidder execute said contract and furnish the bond in the amount required by the specifications or by law.

BE IT FURTHER RESOLVED that the City Council authorizes the transfer of an up to amount of \$58,500.00 from the facility fund to complete the project.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Section: **Unfinished Business**

Originating Department:

Date:

No: **4**

City Clerk

02/18/20

Item: **Vacate Alley in Central School Block**

No. **4.2**

SUMMARY OF REQUESTED ACTION:

An ordinance to vacate the City alley on Block 37 of the Plumer's Addition for the Central School Redevelopment was introduced at the February 3, 2020, Council meeting. The purpose and effect of the proposed ordinance has been published by law. Accordingly, the ordinance may now be considered for final adoption.

Department Approval:

City Manager Approval:

Monica Hennessy Nolan

Steve Jiri

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Planning

2/18/2020

Item: **Plat Review – Nisbit Beier Plat**

No. **5.1**

SUMMARY OF REQUESTED ACTION:

Council review and approval of this plat is required for the City Clerk to sign the document and for it to be recorded. The property owner is creating four new lots and one outlot for reuse and potential redevelopment on the former Central School block. The block is currently divided into 10 lots which have remained unchanged since the Original Plat of Winona and subsequent public use as a school until the change in ownership from Winona Area Public Schools to Central Square Properties, LLC in 2018.

At this time, reuse of the existing school building located on Lot 4 is proposed with Lots 1, 2, and 3 being created for potential future development.

Should Council concur with the attached plat, a motion to approve the attached resolution would be in order.

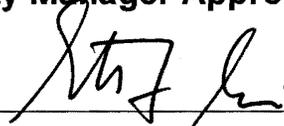
Attachments:

- i. Resolution
- ii. Nisbit Beier Plat

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, Central Square Properties, LLC ("Petitioner" or "Applicant") has submitted an application for Final Plat approval of the proposed "Nisbit Beier" plat ("Final Plat" or "Plat"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Winona City Planning Commission ("Commission") in accordance with provisions of the Winona City Code, Section 43.06.31(B) held a required public hearing to consider said Plat on November 25, 2019; and

WHEREAS, following its full review and consideration of all information, the Commission found that the Plat for the proposed Nisbit Beier Subdivision was consistent with the intent and purpose of the City of Winona Unified Development Code ("City Code"); and

WHEREAS, given its findings, the Commission recommended that the City Council of the City of Winona ("City Council") approve the Final Plat for Nisbit Beier Subdivision; and

WHEREAS, the City Council has reviewed the proposed Final Plat of the Nisbit Beier Subdivision for compliance with the City Code and applicable State statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT; the City Council concurs with the recommendation of the Commission and hereby adopts the findings thereof and approves the Final Plat for Nisbit Beier Subdivision, subject to the following condition(s):

1. The Final Plat shall comply with the provisions of all applicable State statutes and standard procedures for platting in Winona County.
2. That no Development Agreement is required as the subdivision does not involve installation or construction of new public improvements.
3. The Final Plat shall be recorded within 180 days of City Council approval or the City's approval shall be deemed null and void.
4. The applicant shall be responsible for and pay all fees, including recording fees.

Passed by the City Council this ____ day of _____, 2020.

Attest:

Mark F. Peterson
Mayor

Monica Hennessy Mohan
City Clerk

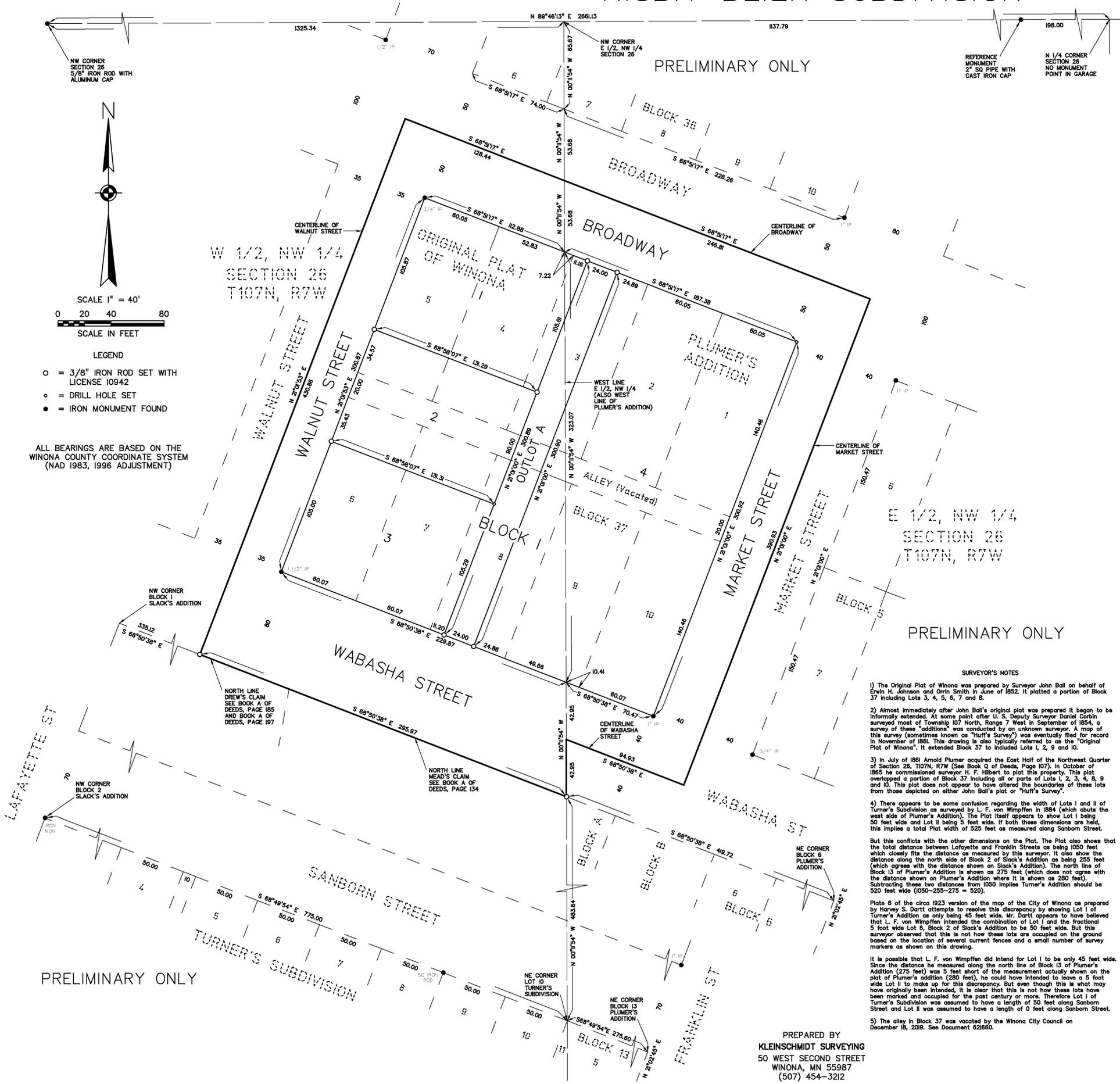
EXHIBIT A

**Legal Description of Property Being
Platted as Nisbit Beier Subdivision**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Thirty Seven (37) of the Original Plat of the City of Winona.

NISBIT BEIER SUBDIVISION

PRELIMINARY ONLY



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Central Square, LLC, a Minnesota limited liability company, the owner of the following described property situated in the City of Winona, County of Winona, State of Minnesota:

Lots 3, 4, 5, 6, 7, 8 and 9, Block 37 of the Original Plat of Winona, according to the plat thereof on file at the office of the County Recorder, Winona County, Minnesota.

Also,

Lots 1, 2, 3, 4, 8, 9 and 10, Block 37 of Plumer's Addition to Winona, according to the plat thereof on file at the office of the County Recorder, Winona County, Minnesota.

Has caused the same to be surveyed and platted as NISBIT BEIER SUBDIVISION and does hereby dedicate to the public for public use the public ways as created by this plat.

In witness whereof said Central Square, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of January, 2020.

Signed: Central Square, LLC

Shawn Beier, Chief Manager

STATE OF MINNESOTA
COUNTY OF WINONA

The foregoing instrument was acknowledged before me this _____ day of January, 2020 by Shawn Beier, Chief Manager of Central Square, LLC, a Minnesota limited liability company.

Notary Public
Winona County, Minnesota
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Michael P. Kleinschmidt do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of January, 2020.

Michael P. Kleinschmidt
Minnesota License 10942

STATE OF MINNESOTA
COUNTY OF WINONA

The foregoing instrument was acknowledged before me this _____ day of January, 2020 by Michael P. Kleinschmidt, Minnesota License 10942.

Notary Public
Winona County, Minnesota
My Commission Expires _____

CITY COUNCIL

This plat of NISBIT BEIER SUBDIVISION, was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held this _____ day of January, 2020, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Monica Hennessy Mohan
City Clerk, City of Winona, Minnesota

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of January, 2020.

Brian Wade, Winona County Surveyor
Minnesota License 46559

COUNTY AUDITOR and TREASURER

Pursuant to Minnesota Statutes, Chapter 505.021, Subd. 9, taxes payable in the year 2019 on the land hereinbefore described, have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of January, 2020.

Sandra J. Suchla
Winona County Auditor and Treasurer

COUNTY RECORDER

I hereby certify that this plat of NISBIT BEIER SUBDIVISION was filed in the office of the County Recorder for public record on this _____ day of January, 2020, at _____ o'clock _____ M. and was duly filed as Document _____.

Robert J. Bambenek
Winona County Recorder

SURVEYOR'S NOTES

- The Original Plat of Winona was prepared by Surveyor John Ball on behalf of Erwin H. Johnson and Orrin Smith in June of 1852. It platted a portion of Block 37 including Lots 3, 4, 5, 6, 7 and 8.
- Almost immediately after John Ball's original plat was prepared it began to be informally extended. At some point after U. S. Deputy Surveyor Daniel Corbin surveyed most of Township 107 North, Range 7 West in September of 1854, a survey of these "additions" was conducted by an unknown surveyor. A map of this survey (sometimes known as "Huff's Survey") was eventually filed for record in November of 1861. This drawing is also typically referred to as the "Original Plat of Winona". It extended Block 37 to include Lots 1, 2, 9 and 10.
- In July of 1861 Arnold Plumer acquired the East Half of the Northwest Quarter of Section 26, T107N, R7W (See Book Q of Deeds, Page 107). In October of 1865 he commissioned surveyor H. F. Hilbert to plat this property. This plat overlapped a portion of Block 37 including all or parts of Lots 1, 2, 3, 4, 8, 9 and 10. This plat does not appear to have altered the boundaries of these lots from those depicted on either John Ball's plat or "Huff's Survey".
- There appears to be some confusion regarding the width of Lots 1 and 10 of Turner's Subdivision as surveyed by L. F. von Wimpffen in 1884 (which abuts the west side of Plumer's Addition). The Plat itself appears to show Lot 1 being 50 feet wide and Lot 10 being 5 feet wide. If both these dimensions are held, this implies a total Plat width of 525 feet as measured along Sanborn Street. But this conflicts with the other dimensions on the Plat. The Plat also shows that the total distance between Lafayette and Franklin Streets as being 1050 feet which closely fits the distance as measured by this surveyor. It also shows the distance along the north side of Block 2 of Slack's Addition as being 255 feet (which agrees with the distance shown on Slack's Addition). The north line of Block 13 of Plumer's Addition is shown as 275 feet (which does not agree with the distance shown on Plumer's Addition where it is shown as 280 feet). Subtracting these two distances from 1050 implies Turner's Addition should be 520 feet wide (1050-255-275 = 520).

Plate 8 of the circa 1923 version of the map of the City of Winona as prepared by Harvey S. Dartt attempts to resolve this discrepancy by showing Lot 1 of Turner's Addition as only being 45 feet wide. Mr. Dartt appears to have believed that L. F. von Wimpffen intended the combination of Lot 1 and the fractional 5 foot wide Lot 5, Slack 2 of Slack's Addition to be 50 feet wide. But this surveyor observed that this is not how these lots are occupied on the ground based on the location of several current fences and a small number of survey markers as shown on this drawing.

It is possible that L. F. von Wimpffen did intend for Lot 1 to be only 45 feet wide. Since the distance he measured along the north line of Block 13 of Plumer's Addition (275 feet) was 5 feet short of the measurement actually shown on the plat of Turner's addition (280 feet), he could have intended to leave a 5 foot wide Lot 11 to make up for this discrepancy. But even though this is what may have originally been intended, it is clear that this is not how these lots have been marked and occupied for the past century or more. Therefore Lot 1 of Turner's Subdivision was assumed to have a length of 50 feet along Sanborn Street and Lot 10 was assumed to have a length of 0 feet along Sanborn Street.

- The alley in Block 37 was vacated by the Winona City Council on December 18, 2018. See Document 62860.

PREPARED BY
KLEINSCHMIDT SURVEYING
50 WEST SECOND STREET
WINONA, MN 55987
(507) 454-3212

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

**Community Development &
Parks and Recreation**

2/18/20

Item: **Mississippi Riverfront Path Phase I – Project and Funding**

No. **5.2**

SUMMARY OF REQUESTED ACTION:

The Mississippi Riverfront Trail is a project listed in the Comprehensive Plan (2007) the Comprehensive Parks Plan (2019) and the current Downtown Strategic Plan.

The Port Authority has supported the project as a vital piece to the overall economic development of the community especially to support the objectives of Opportunity Winona. Preliminary engineering work was recently completed for Phase I and the Port Authority is looking to fund preliminary engineering for Phase II at their February 13, 2020 meeting. The Port Authority has emphasized investments in recreational amenities are critical as businesses look to recruit a workforce for the future.

The path would be a multi-purpose, non-motorized trail and will provide a safe and accessible route along the Mississippi River from Levee Park to Lions Park for residents, tourists, families, students and our workforce. Barr Engineering has provided preliminary engineering including a proposed and alternative trail corridor, alignment drawings, and illustrative graphics attached to this item. High level cost estimates by segment have been provided and will depend on which trail corridor is selected. We anticipate the range between a low of \$1,260,000 to a high of \$2,520,076. This will be reviewed in more detail as the project is defined and the corridor is finalized.

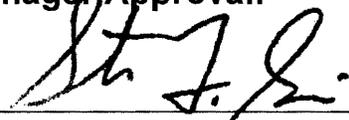
Staff has had preliminary meetings with businesses and plans to hold more meetings as the path alternatives are reviewed for feasibility.

As discussed in the Pre-Council Meeting, staff has discussed a Request for Funding for the Mississippi Riverfront Trail Phase I to the State Legislature. Although we did not have estimates in time for the June 2019 MMB deadline, we do have estimates to move forward with a request and have had preliminary discussions with our local representatives.

Department Approval:



City Manager Approval:



Mississippi Riverfront Path Phase I – Project and Funding

Page 2

In Summary:

- The trail will begin at Levee Park and end at Lions Park, near Bud King Ice Arena.
- City Matching Dollars: \$2.5 Million on improvements at Levee Park over the last two years through City G.O. Abatement Bonds (these funds have already been spent)
- Request for State Bond Funds \$2 Million
- Project Description: Construct a 2" bituminous path from Levee Park to Lions Park along the Mississippi River in Winona, Minnesota. The trail will be owned and maintained by the City of Winona.

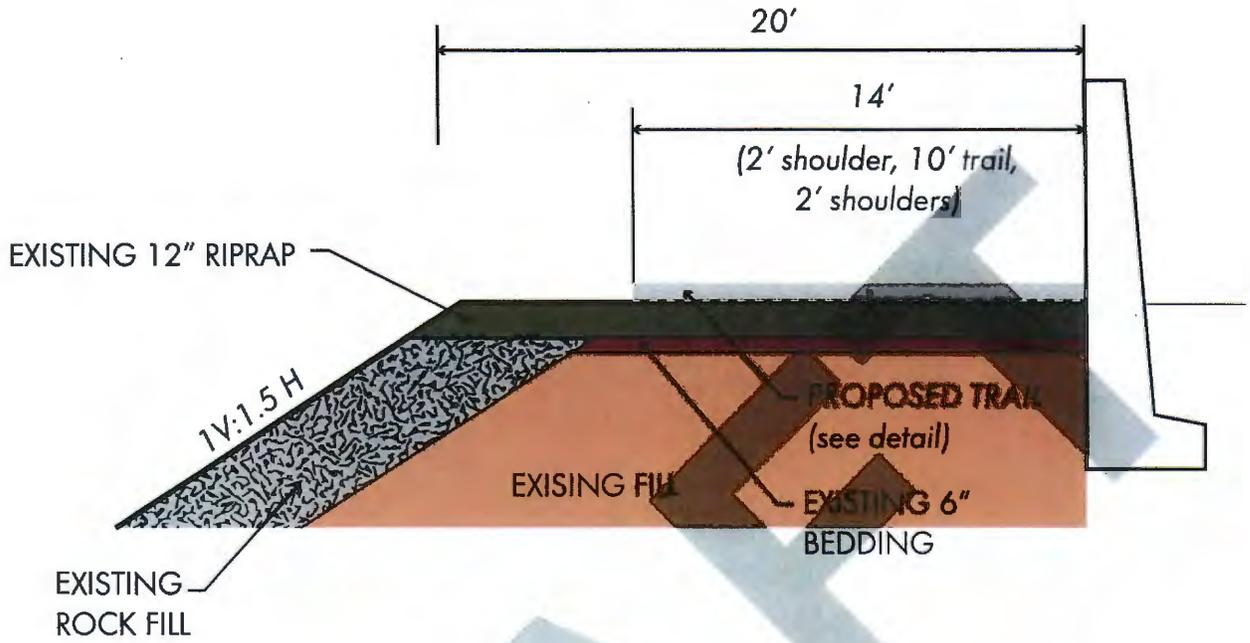
If Council concurs with seeking a Minnesota Capital Budget Request for \$2 million, a motion to approve staff proceeding with the next steps of the process would be appropriate.

Attachments

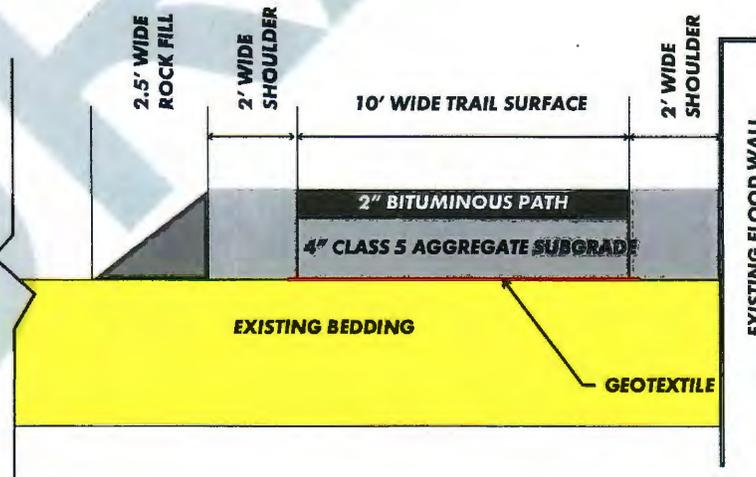


CITY OF WINONA: RIVERFRONT TRAIL CORRIDOR ALIGNMENT

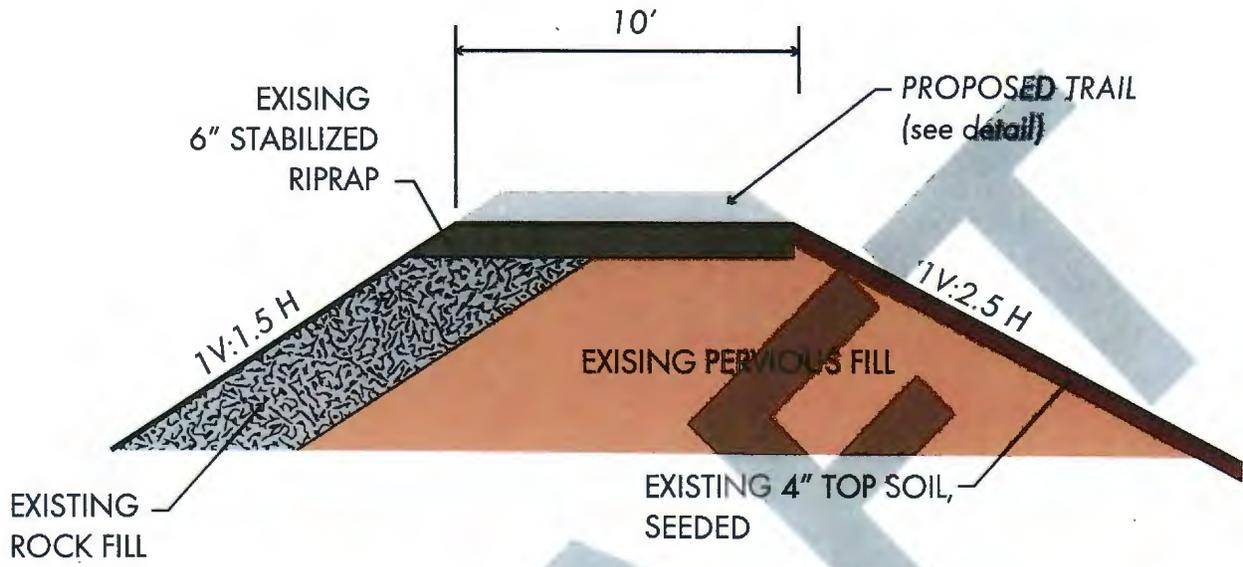
PROPOSED SECTION A-A' (over riprap)



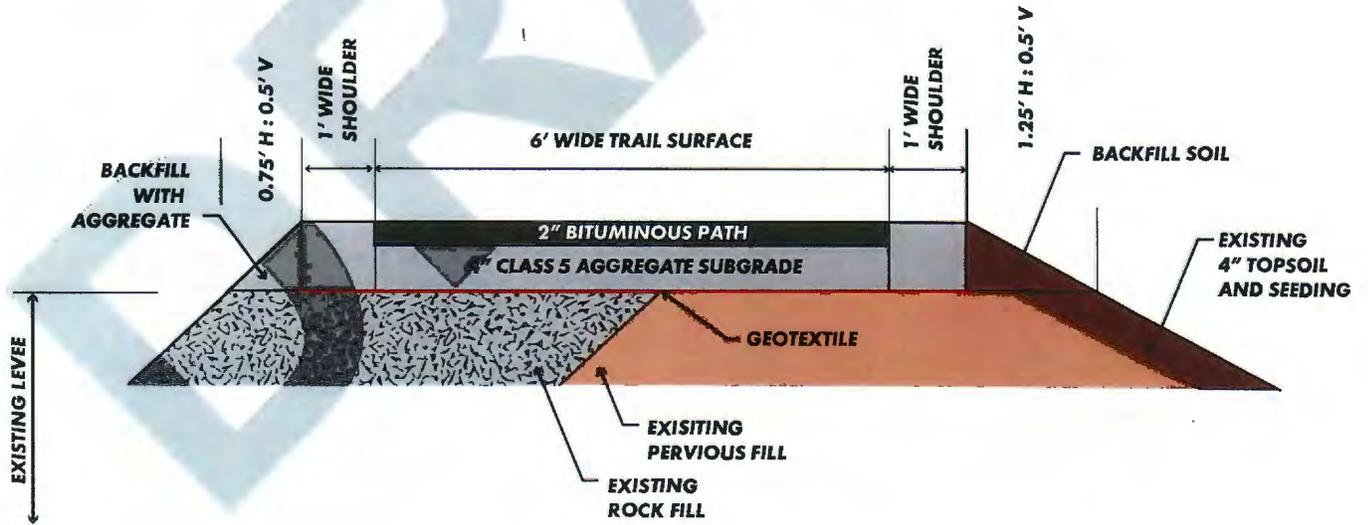
Trail detail:



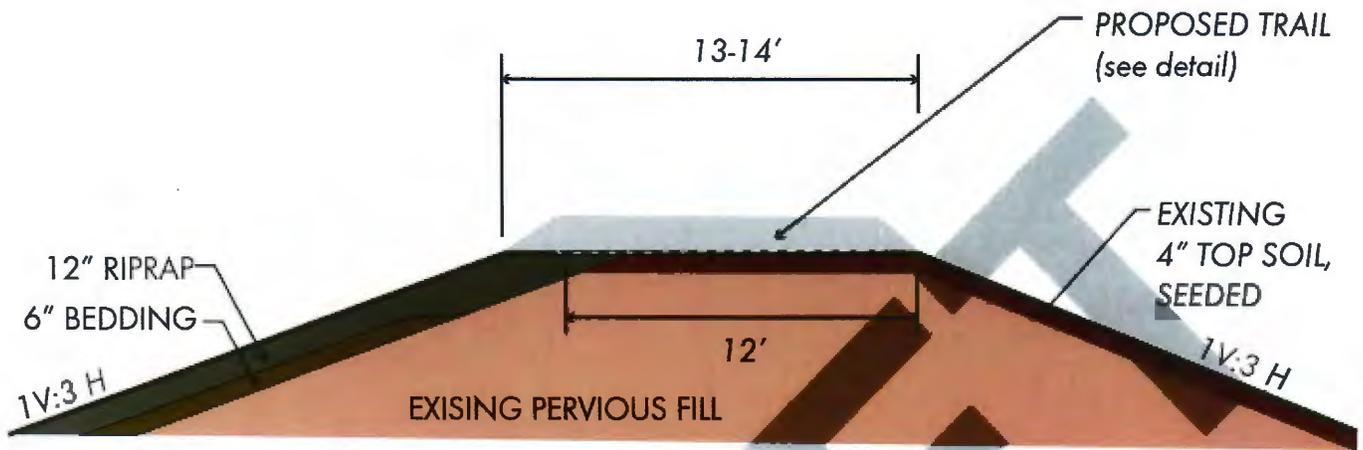
PROPOSED CROSS SECTION B-B' (constrained)



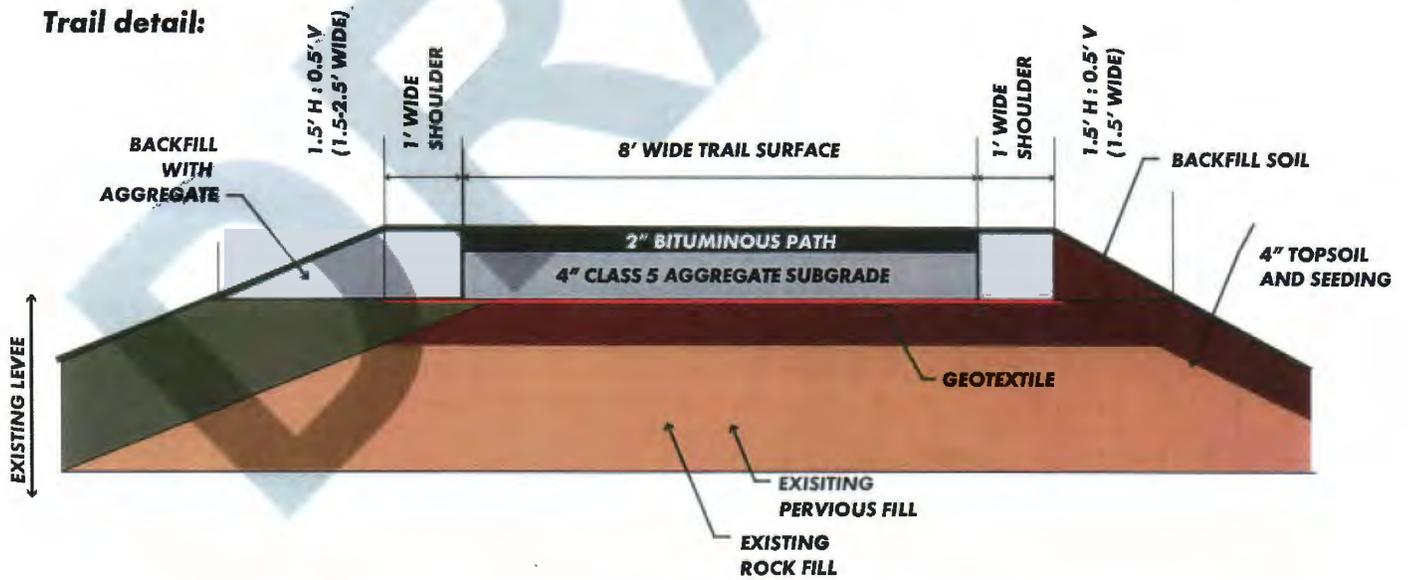
Trail detail:



PROPOSED CROSS SECTION C-C' (Typical)



Trail detail:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	City Manager	02/18/20
<i>Item:</i> Minnesota River Water Storage Initiative Resolution		
<i>No.</i> 5.3		

SUMMARY OF REQUESTED ACTION:

A representative of the Minnesota River Congress asks that the City support an initiative throughout the Minnesota River valley to retain water storage on the land. The Minnesota River Congress intends to request state and federal funds to carry out projects, and also asks the City to support their request for funding.

City staff reviewed their requests, and believes the initiative is sensible and would improve water quality. Direct benefits to the City of Winona are not easily quantified at this time, but there should be some benefits in terms of reduced flood volumes and less sediment in the Mississippi River water column. Support for this initiative should also help with garnering support should a similar type of project come forward for the Mississippi River basin.

If Council concurs, a motion to approve the attached endorsement letter and resolution would be in order.

Department Approval: 	City Manager Approval:
--	-------------------------------

RESOLUTION

WHEREAS, a significant fraction of the natural water storage that once existed on the landscape in the form of prairie potholes, wet meadows and shallow lakes in the Minnesota River Basin has been converted to dry usage;

WHEREAS, ever-increasing impervious surfaces in municipal areas together with existing and increased agricultural drainage coupled with significantly increased precipitation patterns is dramatically increasing water flows in all our streams, lakes and rivers;

WHEREAS, fast-rising, high water levels in rivers and streams flood adjacent low-lying areas, erode stream banks, create backups on existing tile and ditch systems, and increase sediment transfer downstream;

WHEREAS, many acres of farm fields are flooded each year, sometimes multiple times each year, by river and stream flooding thereby preventing planting or destroying growing crops;

WHEREAS, storing water in upstream areas of the landscape will mitigate and slow the amount of water moving into rivers and streams and reduce flooding and erosion;

WHEREAS, storing water in upstream areas of the landscape and other strategies such as improving soil health will mitigate and slow the amount of water moving into rivers and streams and reduce flooding and erosion;

WHEREAS, the Minnesota River Congress, a citizen-led group focusing on the natural resources and economic health of the Minnesota River Basin, is spearheading an initiative to increase water storage on the landscape using recommendations from the Collaborative for Sediment Source Reduction (CSSR) study as well as the Management Options Simulation Model (MOSM) study recommendations. These resources when used in conjunction with the rich datasets available through state agency monitoring, assessment and conservation targeting (WRAPS, TMDLS, 1W1P) provide a strong basis for this initiative; and

WHEREAS, the Minnesota River Congress is planning to introduce legislation at the state and federal levels to secure significant funding for surface water storage on the landscape in the Minnesota River Watershed.

NOW, THEREFORE, BE IT RESOLVED, that the City of Winona, Minnesota, supports the Minnesota River Congress in its efforts to increase water storage on the landscape and manage the flow of water in the Minnesota River Basin; and

BE IT FURTHER RESOLVED, that the City of Winona, Minnesota, supports the Minnesota River Congress in its efforts to secure state and federal funding targeted specifically to increase surface water storage in the Minnesota River Watershed.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk



Minnesota River Storage Initiative and Legislation Support and Endorsement Letter

To whom it may concern,

We have reached a water management crisis in Minnesota, certainly not limited to anywhere in the state, but especially evident in the Minnesota River Watershed. Due to land use practices, both urban and rural, we have now reached the point that if we do not begin to both temporarily and permanently store more water, we will continue to experience increased collective societal and business losses at an unacceptable rate putting many Minnesotans at risk. Exacerbating this condition is the climatic trend and future prediction of increased rainfalls in short periods of time. The combination of all these factors leads first to small and medium streambank erosion. The dislodged sediments combined with increased flows enable sediment and nutrient delivery to our lakes, major tributaries and main stems where they then flow downstream all the way to the Mississippi, Lake Pepin and ultimately the Gulf of Mexico.

We are a water blessed state and the time to invest in a major water storage initiative is upon us. The compelling data concerning the need, especially in the Minnesota River Basin, has been thoroughly studied and is well documented. The fact is, most of society has observed and intuitively known this for a long time. We have engineered ourselves into this condition and we also have the technical knowhow to mitigate it. We now need the commitment, and the significant financial resources, to accomplish the goal. In many cases our government (all of us) paid to create the challenges we are faced with. The time is now for all of us to come together for the greater good of future generations of Minnesotans. This is not an investment we can ignore, or we will pay much higher prices in short years to come.

It is our belief that we need specifically targeted temporary and permanent water storage funds to be directed to the implementors such as Soil and Water Conservation Districts, Watershed Districts and participating willing landowners.

With this letter please be advised that the City of Winona supports the efforts of the Minnesota River Congress, multiple partners and cooperators to work with local, state and federal lawmakers to create a voluntary government initiative that has significant resources targeted for temporary and permanent water storage on the landscape.

Signed

Mark Peterson, Mayor
City of Winona

MINNESOTA RIVER BASIN WATER STORAGE BILL

Initial Process and Sequence for Seeking Support



Dear Potential Partner, Cooperator, Supporter:

Water Storage Bill

The Minnesota River Congress is spearheading an initiative to secure significant funding by requesting a bill in the state legislature that would create a realistically adequate pool of money targeted specifically for surface water storage. This is a voluntary initiative.

The funding will target the Minnesota River Basin and potentially other Minnesota basins where applicable. Funds will be directed for implementation to Soil and Water Conservation Districts, Watershed Districts, and landowners. We plan to utilize successful processes and messaging previously used to secure the Conservation Reserve Enhancement Program (CREP) #1. That initiative was successful due to significant public and organizational support back in the late 1990s. One different tactic we are using this time is to seek committed funds for the initiative at the state level prior to approaching the applicable federal entities.

We are describing what we envision the program or initiative could look like and how it might work and are seeking additional input how to refine and improve the way we have it laid out (See first draft of bill).

Scientific Background

Extensive scientific data collected over decades shows clearly that we need to put more water storage on the landscape. Additional water storage can protect infrastructure and improve water quality. Diverse water storage practices, such as replacing historically drained lakes and wetlands and promoting soil health, will all help to achieve this goal. The climatic trend and future prediction of increased rainfalls in short periods of time will only exacerbate the issue.

We are using the Collaborative for Sediment Source Reduction (CSSR) and Management Options Simulation Model (MOSM) study recommendations in conjunction with the rich datasets available through state agency monitoring, assessment and conservation targeting (WRAPS, TMDLS, 1W1P) to support the case for the need for more water storage. We will enlist researchers at state agencies and elsewhere who have completed studies to help provide data and documentation (e.g. Patrick Belmont, Karen Gran, Chris Lenhart, Peter Wilcock and numerous others).

Obtaining Local Feedback and Support

We have obtained feedback and support from Area 6 and Area 5 SWCD Supervisors and staff. Area 6 members (11 SWCDs in the middle part of the Minnesota River Basin) have discussed this issue during three meetings and have passed a resolution in principle. We also met with Area 5 and will be going through some of the same endorsement process. In these meetings, we have emphasized that surface water storage has come to the forefront in all our related meetings and discussions with other groups including those in the agricultural community. Bearing this in mind, we have used and will be using the following to communicate the initiative. "In the interest of not wanting to waste your time, are you comfortable with, and agree that this is a program you would look forward to implementing? And do you feel that it is a public natural resource priority?" So far it has been a resounding yes from those various implementers. We are scheduling meetings with the other affected SWCD district areas and key individuals as well. Watershed District support on a regional and state-

wide basis is also a part of this process and we have already received endorsement and support from the Lower Minnesota River Watershed District.

Legislative Progress

We have met in person and secured legislative authors to work with us in the State House and Senate. We are soliciting other House and Senate members to gain insight and input during the creation of the legislation. We will seek sign-on from members who support funding for water storage. Once the bill is in its first draft form, we will introduce the initiative to the Governor and ask for his endorsement, support and help in raising public awareness. After the bill is in its final form, we will shepherd it through the process to final approval.

Next Steps

We will be meeting with federal level Minnesota legislators to seek federal support and matching dollars. We will seek private foundation funding for water storage. We will investigate the potential for Legacy Amendment support. We need to raise awareness with the general public about this issue now by supporting additional exposure in major and small media markets.

Ways You Can Help

Provide Feedback – We want to hear from you to help us shape the bill.

Endorsement Letter - We are reaching out to organizations who already participate in the Minnesota River Congress to get support letters or resolutions (either with groups or individually). Groups initially targeted include but are not limited to the Minnesota Division of the Izaak Walton League of America, Lake Pepin Legacy Alliance, Clean Up the River Environment, Minnesota Environmental Partnership, Friends of the Minnesota Valley, Coalition for a Clean Minnesota River, Land Stewardship Partnership, Sustainable Farming Association, Ducks Unlimited, Pheasants Forever, as well as farm organizations and commodity-related groups. We have created a template endorsement letter that can be edited to fit whatever entity would be offering its endorsement. We will also seek endorsement letters from other area SWCDs, Watershed Districts, and all other water-related entities able to do so. Additionally, we will be creating a template resolution which can be plugged into current letters of endorsement.

Provide Funds - We need matching funds. We currently have matching support from several organizations and are reaching out to you for help in any way you can. If we can secure \$1,000 from each identified potential supporter, we can obtain all the matching funds available to us. We know full well that many are not able to support us at that level. Please send us what you can. Every dollar is critical, and we will carefully utilize your commitment no matter the size.

Our fiscal agent for this initiative is the Coalition for a Clean Minnesota River (CCMR), a basin-wide 501c3 federal tax-exempt organization. Donations should be directed to CCMR at P.O. Box 488, New Ulm, MN 56073. Donations can also be made electronically at <https://www.mnrivercongress.org/> or contact the Coordinator/Facilitator at sesparlin@gmail.com.

We are extremely passionate about this issue and will not be discouraged in our efforts. Hundreds of individuals representing over 60 entities have participated in The Minnesota River Congress sessions to date.

For More Information

Contact Scott Sparlin, Coordinator/Facilitator, Minnesota River Congress

sesparlin@gmail.com (507 276 2280)

<https://www.mnrivercongress.org/>

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

City Clerk

02/18/20

Item: **Resolution of Support for the Twin Cities-Milwaukee-Chicago Second Train**

No. **5. 4**

SUMMARY OF REQUESTED ACTION:

Council Member Schollmeier has requested time on the agenda to present the attached resolution regarding the status of the second train and the potential impacts to travelers on the River Route and benefits to the Winona area.

Some important points:

- An estimated addition 17,000 passengers would board or get off the train in Winona.
- An estimated additional \$180,000 in visitor spending is likely here in Winona.
- Updated side rails at the Tower Crossing and an ADA compliant platform at the Winona depot is expected to bring approximately \$17 million in construction activity to Winona.
- Added side rails extensions will support smoother flow of freight traffic.

Department Approval:

City Manager Approval:

Monica Hennessy Moran

Jeff Li

RESOLUTION

WHEREAS, the Twin Cities-Milwaukee-Chicago Second Train Passenger Rail Study completed the alternatives analysis and modelling for introducing a second daily train between the Twin Cities, Milwaukee and Chicago at speeds up to 79 miles per hour in December 2018; and

WHEREAS, the Twin Cities-Milwaukee-Chicago Second Train Passenger Rail Study identified approximately \$30.7 million in track and signal improvements in and near Winona, Minnesota, and

WHEREAS, passenger trains would utilize the existing Amtrak Empire Builder corridor from Saint Paul, MN to Chicago, IL with Minnesota station stops at Union Depot in Saint Paul, Red Wing and Winona; and

WHEREAS, a second round-trip passenger train from the Twin Cities to Chicago will benefit Minnesota's economy by supporting and creating jobs, increasing tourism and providing a more economical travel choice; and

WHEREAS, freight railroads will benefit from the capital improvements needed for the Twin Cities-Milwaukee-Chicago Second Train. Crossing improvements will make auto and truck travel safer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Winona, Minnesota, that it hereby supports funding for the Twin Cities-Milwaukee-Chicago (TCMC) Second Train, and requests that the Minnesota Legislature approve a minimum of \$10 million to provide matching funds for the future federal grants.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk



What is it?

The TCMC Second Train project would provide a second daily round trip passenger train between the Twin Cities and Chicago along the existing Amtrak Empire Builder route.

The project would:

- Create jobs and generate economic growth
- Provide safe, reliable, relaxing, productive, affordable alternative to driving or flying
- Provide access to tourism, colleges, events, and more!

Legislative Request

- A minimum of \$10 million to provide matching funds to a future federal grant for final design and construction of track, signal and siding improvements in Minnesota



MINNESOTA TRACK IMPROVEMENTS

\$16.9 million in siding and station improvements in Winona

\$13.8 million for track and switch improvements in River Junction

Project Features

Add another round trip per day, to complement existing Amtrak® Empire Builder service.

Serves 3 stations in Minnesota (Saint Paul, Red Wing, Winona) and 13 total.

Ridership: 155,000 trips on TCMC, 123,000 trips on current Empire Builder, 278,000 total trips annually. Source: Amtrak feasibility study

Travel time faster than the current Empire Builder service—about 7.5 hours between Saint Paul and Chicago.

Speed 79 mph (maximum) on existing tracks.

Anticipated schedule about 4-6 hours difference from the departure/arrival times of the Empire Builder service.

Federal Railroad Administration ranked the Chicago to Minneapolis-Saint Paul corridor first in the Midwest for future enhanced service.

The state transportation departments of Minnesota, Wisconsin and Illinois, along with the Federal Railroad Administration are partners in the project's development.



How does the TCMC Second Train benefit Minnesota?

- Addresses gaps in the regional transportation system and offers an affordable alternative for a variety of travelers
- Boosts tourism in river communities and the Twin Cities
- Uses and improves the existing corridor's rail infrastructure – cost effective
- Creates both construction and permanent jobs – e.g. Amtrak spent over \$60 million on goods and services in Minnesota in 2016; purchases would increase if rail service is doubled.

Capital Costs

Twin Cities-Milwaukee-Chicago Second Train Capital Cost Estimate

	Dollars (Millions)
Track and signal	\$38.5 to \$52.0
Professional Services.....	\$3.9 to \$5.2
Contingency.....	\$12.6 to \$15.1
Total.....	\$55.0 to \$72.3 Million

(2017 dollars in millions) (Assumes use of overhauled Amtrak legacy vehicles)

Illustrative Twin Cities-Milwaukee-Chicago Second Train Capital Cost Funding Formula

	Percent	Dollars (Millions)
Federal.....	45% to 59%	\$25 to \$42.3
State (MN, WI, IL).....	55% to 41%	\$30
Total.....		\$55.0 to \$72.3 Million

(2017 dollars in millions) (Seeking \$10 million each from MN, WI and Amtrak.)

Annual Operating Costs

Twin Cities-Milwaukee-Chicago Second Train Operating Cost Funding Assumption

	Percent	Dollars (Millions)
Fares.....	55%	\$6.85
State (MN, WI, IL)	45%	\$5.60
Total.....		\$12.45 Million

(2017 dollars in millions, based on 155,000 annual trips)

(Share per state is not determined)

(Federal Restoration and Enhancement grant program provides start-up funding for a percentage of projected Net Operating Costs: Year 1 - 80%, Year 2 - 60%, Year 3 - 40%)

Current State of the Project

Work completed:

- Amtrak feasibility study
- Phase 1 – alternatives analysis, conceptual engineering, capital cost estimate

Next steps:

- Procure local funding
- Phase 2 – environmental study, service development plan
- Federal grant request
- Final design, vehicle procurement, construction
- Operating cost sharing agreement
- With support TCMC could be operational as early as 2022

Support Continues to Grow

Great River Rail Commission Members

- Dakota County
- Winona County
- Goodhue County
- Wabasha County
- Washington County
- Ramsey County
- Cottage Grove
- Goodview
- Hastings
- Lake City
- St. Paul
- St. Charles
- Red Wing
- St. Paul Park
- Utica
- Wabasha
- Winona
- La Crosse Area Planning Committee



Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Project

BENEFITS



JOBS

Construction of track and station area improvements in Minnesota, estimated at \$30.7 million, will create new jobs.

Case Study: The proposed Northern Lights Express (NLX) project is expected to create 3,000 jobs and \$360 million in wages during construction.

Case Study: In a 2008 Michigan passenger rail station study, travelers sent a stream of benefits throughout the community resulting in local benefits of \$25.7 million annually.

Amtrak Data: During 2013, Amtrak contracted with 50 vendors in Minnesota, having a total economic impact of \$21 million.

Vendors in the TCMC corridor include:

- Winona - Fastenal, Miller Ingenuity (Felpax), Phillips Bus Service
- Red Wing - Railway Research Inc.
- La Crescent - Ready Bus Line
- Twin Cities - Dynamic Air Conveying Systems, Railway Equipment Company, Loram- MOW Inc., Lewis Rail Fasteners, Ecolab, Inc., Thompson West, Accustream, Inc.

Amtrak spent over \$60 million on goods and services in Minnesota in fiscal year 2016.



TOURISM

TCMC will support tourism growth in Minnesota cities along the River Route, bringing visitors to major sporting events, small town festivals and our beautiful natural attractions.

Case Study: The Heartland Flyer service (Oklahoma City, OK, to Fort Worth, TX) reports the median spending level for lodging, meals, shopping, and entertainment per passenger to be approximately \$120 to \$160, depending on the time of year.

Amtrak Data: Tourism spending in Minnesota from Amtrak passengers in 2016 was \$460,000.

Amtrak boardings and alightings in FY 16 in the River Route were approximately 96,500 in St. Paul, 8,400 in Red Wing, and 18,900 in Winona and 26,619 in La Crosse. Ridership in Minnesota was up almost 6% from FY 15.

About 46% of Amtrak riders are tourists.



SAFETY

83% decline in collisions - Operation Lifesaver reports train/motor vehicle collisions in the US have decreased from a 1972 high of roughly 12,000 to approximately 2,025 in 2016.

- Positive Train Control, a system intended to address operator error, is mandated by Congress to take effect before TCMC service begins.
- The Minnesota Department of Transportation and the Federal Railway Administration have invested over \$11 million in crossing safety improvements along the TCMC corridor; \$11.6 million in additional crossing safety improvements are being studied.
- According to the Rail Passengers Association, shifting just 1% of car traffic to rails in the U.S. would save 200 lives each year (equal to \$1.88 billion per year in economic value).



COMMUNITY BENEFITS

Passenger rail improvements also benefit freight, automobile drivers, the environment, college students and more.

College Students—A survey of over 3,000 college students, faculty, and staff in six institutions in Minnesota shows:

- 41% in Winona have taken the train to/from school.
- 60% said they are likely to take the train in the future.
- 57% say they would take the train if more frequent service was available.

Freight Rail—Freight operators could see cost savings from using improved track. The flow of goods to market would be improved for businesses.

Roadway—The project will reduce pavement wear and tear by diverting auto users to rail.

Environment—The project will reduce automobile emissions.



Twin Cities-Milwaukee-Chicago Intercity
Passenger Rail Service Project

PASSENGER RAIL PRAISE

Supporter Spotlights

We hear a lot from elected officials, business owners, and transportation organizations about why they want more passenger rail options for the River Route. The Supporter Spotlight is a new way to highlight residents and supporters from along the River Route who support adding a second daily train between the Twin Cities and Chicago and why rail is important to them. Get to know some of our supporters below and contact us to be included in the spotlights!



Leone – Winona, MN

As the baby boomers age, and millennials spread their wings, traveling by train for a fun getaway trip to Winona would be possible to attend our many art events and festivals.



Steve – Goodview, MN

Folks have told me personally they would love to have a second option in getting to and from Chicago.



Calli – Red Wing, MN / Milwaukee, WI

I think a second train from the Twin Cities to Chicago would be an incredibly valuable asset that I know my friends and I would utilize.



Joua – St. Paul, MN

I drive to Chicago at least once per month to visit friends. The train schedule doesn't work for me. If there were more train trips I would leave the car at home and not have to worry about traffic or parking in Chicago.



Robbie – Harmony, MN

I travel back and forth to Chicago on the Empire Builder every 2 months to visit my adult children and my 16 month old grandson. The drive is too difficult for me so I am grateful to be able to take the train.

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Parks and Recreation

02/18/20

Item: **Prairie Island Campground Management Agreement Amendment #2**

No. **5.5**

SUMMARY OF REQUESTED ACTION:

The City of Winona is currently in the third year of the Prairie Island Campground Management Services and Operation Agreement with Front Porch Management; the Agreement expires in February of 2023. The agreement, to this point, has been working well for both parties.

The City of Winona approved an amendment to the Management Services and Operation Agreement in April of 2019 that allows a payment of \$20,500 be made to Front Porch Management. The payment allows for more flexibility in regards to maintenance costs associated with the operations of the Campground.

When that amendment was drafted, staff did not include an escalator over the term of the agreement. Staff has since met with Front Porch Management and both parties have agreed to include a 3% percent increase annually over the term of the agreement. The second amendment is attached, along with the original agreement, for your review.

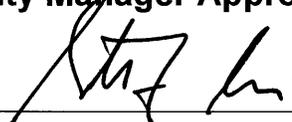
Staff is recommending the second amendment to the Management Services and Operation Agreement for Prairie Island Campground.

If Council concurs, a motion to direct the Mayor and City Clerk to execute the amendment would be in order.

Department Approval:



City Manager Approval:



**SECOND AMENDMENT TO PRAIRIE ISLAND CAMPGROUND
MANAGEMENT SERVICES AND OPERATION AGREEMENT**

THIS SECOND AMENDMENT to Prairie Island Campground Management Services And Operation Agreement (the “Second Amendment”) is made this ____ day of _____, 2020, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota (“City”), and Front Porch Management LLC, a limited liability company under the laws of the State of Minnesota (“Operator”); (collectively the “Parties”).

WHEREAS, the City and Operator entered into an Agreement for the operation and management of the City-owned Prairie Island Campground, dated February 20, 2018 and entitled “Prairie Island Campground Management Services And Operation Agreement”, as amended by the First Amendment thereto (collectively the “Agreement”), which Agreement is incorporated herein by reference; and

WHEREAS, the Parties now desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated and for other good and valuable consideration, and pursuant to paragraph 15 of the Agreement, the Parties agree to amend the Agreement as follows:

1. That numbered paragraph 1.d. be amended to add a clause iii. to read as follows:

iii. Grounds Maintenance Services. The Operator shall be responsible for all grounds maintenance on the Premises, including but not limited to the following: all general and routine grounds maintenance; all lawn mowing and trimming on the Premises except for those areas on the Premises as identified by the Parks and Recreation Director; picking up, clearing and removal of fallen tree branches; general debris clean-up and removal; tree, shrub, weed, invasive species and brush trimming and removal below 15 feet in height; storm damage clean up and removal; and the routine repair and maintenance of roads on the Premises except for those areas on the Premises as identified by the Parks and Recreation Director. The Operator shall hire, pay, train and supervise a sufficient number of seasonal employee(s) to work at the Premises to perform the Services required by this Agreement. Such employees shall not be deemed or construed as employees of the City for any purposes and are instead exclusively employees of the Operator for the Operator to direct and supervise in the Operator’s judgment and discretion. The work schedule for such seasonal employee(s) shall be determined by the Operator. Notwithstanding the foregoing, the Operator may request assistance from the Parks and Recreation Department to perform identified Services, which are beyond the capabilities of the Operator to safely perform. Such City employees will be provided as determined by the Parks and Recreation Director on a per request basis in his or her sole judgment and discretion and the same

are under the direction and supervision of the Parks and Recreation Department at all times and are not under the direction or supervision of the Operator. For the Services required by this clause iii., and in addition to other consideration provided in this Agreement, the City shall compensate the Operator in the amount of \$20,500 in each year of this Agreement commencing April 1, 2019, and annually thereafter during the term hereof on or before April 1. The amount of compensation provided in this clause iii. shall be increased annually by three percent (3%) commencing with the payment required on or before April 1, 2021.

2. Except as amended herein, all provisions of the Agreement remain in full force and effect and are ratified and confirmed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Second Amendment effective as of the date first above written.

FRONT PORCH MANAGEMENT LLC

By: _____
Name: _____
Title: _____

Date: _____

CITY OF WINONA

By: _____
Mark Peterson, Its Mayor

Date: _____

By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

**PRAIRIE ISLAND CAMPGROUND
MANAGEMENT SERVICES AND OPERATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 20 day of February, 2018, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota ("City") and Front Porch Management LLC, a limited liability company under the laws of the State of Minnesota, ("Operator"); (collectively the "Parties").

WHEREAS, the City owns real property located in the City of Winona, Minnesota, on which is situated the Prairie Island Campground (the "Premises" or the "Facility") and desires to offer tent and RV camping on said Premises to the general public; a depiction of the campground is shown in Exhibit 1, which is attached hereto and incorporated herein by reference; and

WHEREAS, Operator desires to operate and manage the Premises for the City and provide certain services in connection therewith (the "Services"); and

WHEREAS, certain improvements to the Premises were financed with tax exempt bonds which mature on February 1, 2029; and

WHEREAS, the City and Operator desire to enter into this Agreement setting forth the terms and conditions under which the Premises will be managed, operated and maintained and the respective duties of each Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Operator Provision of Services and Responsibilities.

- a. Term and Provision of Services. The City hereby retains Operator for a term commencing February 21, 2018 (the "Commencement Date") and ending February 20, 2020 (the "Termination Date"), to provide the Services set forth in this Agreement on behalf of the City pursuant to the terms of this Agreement.
- b. Renewal. The City hereby grants to Operator, subject to the conditions set forth below, the right and option to renew this Agreement for One (1) renewal term of Three (3) years, under the same terms, covenants, and conditions as stated herein.
 - i. The option to renew must be exercised by the Operator first giving to the City at least Sixty (60) days prior written notice of the exercise thereof. In no event shall the Operator be entitled to renew the term hereof, even though such notice is timely given, unless the Operator shall have timely performed all of its obligations hereunder as of the date of the expiration of the initial term hereof to the satisfaction of the City of Winona Parks and Recreation Director.

- ii. Unless otherwise expressly stated to the contrary, all provisions of this Agreement shall be applicable to any such renewal period.
- c. Grant to Operator/Services. The City retains Operator to provide the Services set forth in this Agreement and thereby grants to Operator the right to promote, operate and manage the Premises during the term of this Agreement, subject however, to either party's right to terminate this Agreement as provided herein. The Operator shall provide the Services in a timely manner, in accordance with industry standards and norms and City policies in coordination with the City of Winona Parks and Recreation Department ("Parks and Recreation Department"). The Operator in providing Services is not authorized to incur debt on the Premises secured by any interest in the Premises or which the City would be otherwise required to assume in the event of termination of this Agreement.
- d. Operator Services Responsibilities. Beginning on the Commencement Date, and continuing through the term of this Agreement or any renewal thereof, the Operator shall provide the following Services (the "Services"):
 - i. Administration. The Operator or the Operator's staff shall be available at all times to serve campers, enforce rules established by the City, register campers either online or onsite, and collect fees for camping and the pumping of holding tanks. The Operator shall keep accurate and detailed records of the number of campers, the number of holding tanks pumped, and fees received. When requested by the Parks and Recreation Department, the Operator shall provide to said Department a report of the fees received. The Operator shall remit to the City by the 7th day of each month, commencing on April 7, 2018, a monthly report of the number of campers and fees collected. The Operator shall remit to the City the percentage of fees due to the City pursuant to Exhibit 2 attached hereto by the 7th day of the month, commencing on April 7, 2018 through the term hereof. Additionally, the Operator shall provide the Winona City Council by December 1st an annual report of the number of campers and fees collected. Reports and records shall be maintained electronically and such electronic records shall be transmitted electronically by the Operator to the Parks and Recreation Department on a monthly basis.
 - ii. Daily Maintenance. The Operator shall perform routine daily maintenance throughout the Premises, including but not limited to, cleaning the toilets and the shower facility. The Operator shall also pick up trash and debris and perform general campground clean up on the Premises.

The Services shall be provided to the satisfaction of the Parks and Recreation Director. The Operator shall provide the Services in its reasonable discretion pursuant to the terms of this Agreement, but shall be obligated to inform the City of circumstances of which it has knowledge having or which may have a material effect on the Premises or the operation of the Premises.

- e. Public Premises. The Operator expressly recognizes that the Premises are City owned and that all of Operator's activities and Services for the City and/or upon the Premises are being provided for the benefit of the general public and the City.
- f. Hours and Regulations. The Operator shall consult with the Parks and Recreation Department on the establishment of hours of operation and general regulations for the clean, safe and sanitary use of the Premises. The Operator shall be subject to and abide by any and all rules of operation, program requirements or such other requirements as the Parks and Recreation Department considers necessary or appropriate for the management, operation and maintenance of the Premises, as the same may be amended or adopted by the City or Parks and Recreation Department from time to time. The Premises shall be subject to those City policies and procedures applicable to similar City owned recreational facilities serving the public, including minors, as the same may be amended or adopted by the City or Parks and Recreation Department from time to time, and the Operator shall abide by the same. The Operator shall abide by the terms and conditions set forth in any future license or permit approved by the City for a subsequent use of portions of the Premises or the real property located immediately adjacent to said Premises, such as the Boats and Bluegrass Festival or other such City authorized events.
- g. Licenses and Permits. With the exception of the State Camping Permit, the Operator shall obtain and maintain all applicable licenses and permits, whether state, county or City, at Operator's expense, necessary for operation of the Premises and the Services required pursuant to this Agreement.
- h. Revenues. The Operator shall be responsible for the collection of all revenues applicable to the Premises and remittance of the percentage of such revenues due to the City pursuant to Exhibit 2 attached hereto. The Operator shall remit the fees due to the City on a monthly basis by the 7th day of the month, commencing on April 7, 2018 through the term hereof. The Operator shall keep accurate and detailed records of the fees received and provide the Parks and Recreation Department by the 7th of each month a monthly report of the revenue collected; and provide the Winona City Council by December 1st an annual report of the revenue collected. As used herein, "Revenue" is defined as the fees for camping, and the pumping of holding tanks. Reports and records shall be maintained electronically and such electronic records shall be transmitted electronically by the Operator to the Parks and Recreation Department on a monthly basis.
- i. Services Standard of Care. All Services performed by the Operator shall be performed in accordance with City standards and policies and shall be performed to the satisfaction of the Parks and Recreation Director, in its reasonable judgement and discretion. The Operator shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Operator's breach of this standard of care.

The Operator shall put forth reasonable efforts to complete its duties in a timely manner. The Operator shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. The Operator shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its Service duties.

- j. Trash and Recycling. In order to provide a clean, safe and sanitary environment, the Operator shall use designated trash and recycling containers situated on the Premises provided by the City and shall encourage their use by the general public. The Operator shall clean up trash or debris on the Premises not properly deposited in a trash or recycling container and shall maintain such trash and recycling receptacles on the Premises in an orderly and sanitary manner.
- k. Other Services and Responsibilities. The Operator shall provide the following additional Services and have the following additional responsibilities:
 - i. The Operator shall take all reasonably necessary precautions to protect and preserve the Premises and equipment on the Premises during any activities within or use of the Premises as contemplated in this Agreement.
 - ii. The Operator shall take all reasonably necessary precautions to avoid creating unsafe or unsanitary conditions and shall keep the Premises free of refuse during any activities within or use of the Premises as contemplated in this Agreement.
 - iii. The Operator shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Premises or equipment located thereon. Any such waste, destruction, or damage shall be repaired by the City to City's satisfaction, at the Operator's cost. In the event that the City incurs costs related to the Operator's wasteful use or destruction of the Premises, the Operator shall reimburse the City for the same within 30 days of the date of invoicing from the City to the Operator. Failure of the Operator to comply with the forgoing shall constitute an event of default.
 - iv. The Operator agrees that Operator is not entitled to take any tax position that is inconsistent with being a service provider to the City with respect to the Premises. For example, the Operator agrees to not claim any depreciation or amortization deduction, investment tax credit or deduction for any rent with respect to the Premises.

2. City's Responsibilities.

- a. Premises Maintenance. The City shall be responsible for the any capital costs involving the Premises and major maintenance work of the shower facility and

toilets. The City shall provide additional portable toilets for high-use weekends. Performance of various work needed to operate and maintain the Premises shall be determined by the Parks and Recreation Department in its reasonable discretion consistent with the spirit and intent of this Agreement.

- b. Utilities. All utilities serving the Premises shall be the responsibility of the City.
- c. Sites Reserved for Operator and Operator's Staff. In consideration of the Services to be provided by Operator pursuant to this Agreement, the City shall provide up to Four (4) RV sites and up to Three (3) non-electrical sites without cost to the Operator. The site locations shall be selected by Operator and approved by the Parks and Recreation Department, in the City's sole judgment and discretion.
- d. Grounds. The City shall be responsible for all lawn mowing, tree trimming and removal of dead or damaged trees, storm damage clean up, and the routine repair and maintenance of roads on the Premises.
- e. Trash Removal. The City shall be responsible for removal of all trash from the central trash bin on the Premises.
- f. City Employees, Staffing. The City, in its discretion, may hire and pay for seasonal employee(s) to work at the Premises and such other locations as the City deems necessary or appropriate in the City's sole judgment and discretion. The work schedule for seasonal employee(s) shall be determined by the City in its sole judgment and discretion, but the Operator may provide input to the Parks and Recreation Department on use of City employees on the Premises. Such City employees are under the direction and supervision of the Parks and Recreation Department at all times and are not under the direction or supervision of the Operator.
- g. Security. Security for the Premises shall primarily come from public law enforcement agencies who may be called by the Operator or patrons on the Premises on an as needed basis and through routine patrols. The City may also provide private security for the Premises in its sole judgment and discretion as part of events or as otherwise determined by the Parks and Recreation Department.
- h. State Camping Permit. The City shall be responsible for obtaining the State Camping Permit for the Premises.
- i. Equipment for Maintenance of Grounds. The City shall provide to Operator, in the City's judgment and discretion, such equipment as the City deems necessary or appropriate to perform routine maintenance of the grounds of the Premises within the scope of this Agreement. The City shall be responsible for all maintenance of such equipment made available for use by the Operator.

3. Termination.

- a. Termination. Notwithstanding any provision of the Agreement, this Agreement may be terminated; 1) by mutual agreement of the Parties at any time; 2) by the City in the event of a substantial change of use, which includes, but is not limited to, redevelopment, abandonment, transfer, or sale; or 3) by either Party for good and sufficient reasons, including default, upon thirty (30) days' written notice to the other Party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, default, changed circumstances affecting the purpose of this Agreement, or for reasons affecting the public interest or public health, safety or welfare.
- b. Personal Property Upon Termination. If this Agreement is terminated for any reason, the Operator shall remove its personal property from the Premises within the 30 day notice period. Failure of the Operator to remove its personal property within 30 days of written notification shall constitute a waiver of Operator's right and the items may then be removed, stored and/or disposed of or used at the discretion of the City. If the items are removed, stored and/or disposed of by the City, the costs of removal, storage and/or disposal shall be the responsibility of the Operator.

4. Compensation. The City shall pay Operator a percentage of the camping fees collected pursuant to City ordinance. The camping fees and the applicable percentage to be paid to Operator in 2018 shall be as set forth in Exhibit 2, which is attached hereto and incorporated herein by reference. As additional compensation, the City shall provide up to Four (4) RV sites and up to Three (3) non-electrical sites without cost to the Operator. In the event that this Agreement is renewed as provided in Paragraph 1 above, Exhibit 2 shall be revised accordingly for the renewal term.
5. Premises Ownership. During the Term hereof, all incidents of ownership in the Premises, and all improvements thereto, shall remain with the City. The Operator shall have or gain no property interest in the Premises by virtue of this Agreement. Upon termination of this Agreement, the City shall retain ownership of all improvements and fixtures to the Premises.
6. Use of Premises. Subject to other terms and conditions contained herein, the Operator shall cause the Premises to be used for the following purposes and subject to the following restrictions: tent and RV camping or any other use agreed upon in writing between the Parties hereto or as otherwise directed by the Parks and Recreation Department. During the Term of this Agreement, the Operator shall comply with all applicable laws affecting the Premises, whether federal, state, or local. The Operator shall not commit or allow to be committed any waste on, destruction or damage to, or nuisance on the Premises. Should the Operator commit or allow to be committed any waste on or damage or destruction, or nuisance to the Premises, the Operator shall immediately restore the Premises to the original condition of the Premises at the inception of this

Agreement or as the Premises have been improved by either the City or Operator, subject to ordinary wear and tear.

7. **Signage.** All signage or banners placed by Operator on the Premises shall be removable and shall be subject to the following:
 - a. All signs and banners must comply with City ordinances.
 - b. Sign and banner installation or removal shall be conducted by the City.
 - c. All signs and banners shall be approved by the Department of Parks and Recreation prior to use.
 - d. The Parties agree that the City, in permitting the Operator to install signs and banners on the Premises, is not creating a forum for public speech protected by the United States or Minnesota constitutions. The City hereby reserves the right to reject any banner, sign, or other media.

8. **City's Right to Enter and Right to Use of Premises.** Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Operator therefore, the City reserves the following rights with respect to the Premises, in the City's sole judgment and discretion:
 - a. The City, its employees and its agents shall have the right to enter the Premises at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting and improving the Premises.
 - b. The City may schedule, permit and license public or private events on the Premises, but shall provide notice thereof to the Operator.
 - c. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement. The City may order the immediate cessation of any use, improvements, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public.

9. **Assignment and Subletting.** The Operator shall not assign this Agreement, without the prior written consent of the City.

10. **Mechanic's Lien.** The Operator shall not permit any mechanic's lien, judgment or other lien of any type to encumber the Premises.

11. **Assumption of Risk and Waiver of Liability.** The Operator hereby assumes liability and agrees to be fully and exclusively responsible for its operations on the Premises. This

assumption of risk and waiver of liability clause is limited to the services to be provided by the Operator pursuant to this Agreement.

12. **Indemnification.** The Operator shall indemnify, defend, and hold harmless the City and its agents and its employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from or be caused by the Operator or its agents, employees, contractors, subcontractors, patrons, customers or invitees with respect to the Operator's performance of its obligations under this Agreement or use of the Premises. The Operator shall defend the City against the foregoing, or litigation in connection with the foregoing, at Operator's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

13. **Insurance.** The Operator shall not commence operation of the Facility until the Operator has obtained all insurance required herein and such insurance has been approved by the City. All of this insurance coverage shall be maintained throughout the life of this Agreement.
 - a. The Operator agrees to procure and maintain, at Operator's expense, statutory worker's compensation coverage. Except as provided below, Operator must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts the Operator from Workers' Compensation insurance or if the Operator has no employees in the City, the Operator must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Operator from the Minnesota Workers' Compensation requirements. If during the course of this Agreement the Operator becomes eligible for Workers' Compensation, the Operator must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

 - b. The Operator agrees to procure and maintain, at the Operator's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring the Operator against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Operator or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to,

minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Operator's coverage shall be primary and noncontributory in the event of a loss.

- c. The Operator agrees to procure and maintain, at Operator's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to City by Operator and are attached hereto as Exhibit 3.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$3,000,000 annual aggregate \$2,000,000 annual aggregate Products - Completed Operations
Comprehensive Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)

- d. The Operator's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to the City.
- e. The Operator's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the Operator's performance under this Agreement.
- f. The Operator is responsible for payment of insurance premiums and deductibles.
- g. The Operator's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.

- h. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
 - i. The Operator shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
 - j. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if the Operator is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Operator.
14. Default. In the event of any default of this Agreement by either Party, which remains unremedied after thirty (30) days written notice specifying the default, the aggrieved Party may, in addition to any other rights or remedies it may have, by written notice declare this Agreement to be terminated consistent with the termination provisions of this Agreement, after which all rights and liabilities hereunder shall cease, and the Operator shall forthwith surrender the Premises to the City.
15. Amendments, Modification, and Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the Party or Parties to be bound or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
16. Notices. Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and Operator identified below or one (1) business day after being mailed by registered or certified mail, return receipt requested, addressed as follows:

To City: City of Winona
Attn: City Manager
207 Lafayette Street
Winona, MN 55987
(507) 457-8234

To Operator: Front Porch Management LLC
1834 Gilmore Avenue
Winona MN 55987
(507) 215-4598

Either Party may change its address or the identity of its designated representative named above by written notice to the other Party in the manner stated in this paragraph.

17. Miscellaneous Provisions:

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- d. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other party immediately.
- e. **Compliance with Laws.** The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- f. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- g. **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- h. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- k. Independent Contractor. The Operator, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Operator to be an employee of the City, and the Operator shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The Operator acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due the operator, and that it is Operator's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The Operator shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide Services identified herein. The Operator is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.
- l. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Operator agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Operator and involve transactions relating to this Agreement.
- m. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

n. Recitals. The recitals hereto are made a part hereof.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement effective as of the date first above written.

FRONT PORCH MANAGEMENT LLC

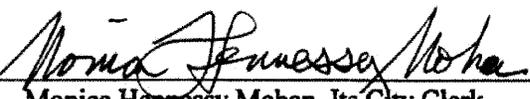
By: 
Name: Jamie Schell
Title: Manager/Operator

Date: 2-20-18

CITY OF WINONA

By: 
Mark Peterson, Its Mayor

Date: 2-25-18

By: 
Monica Hennessy Mohan, Its City Clerk

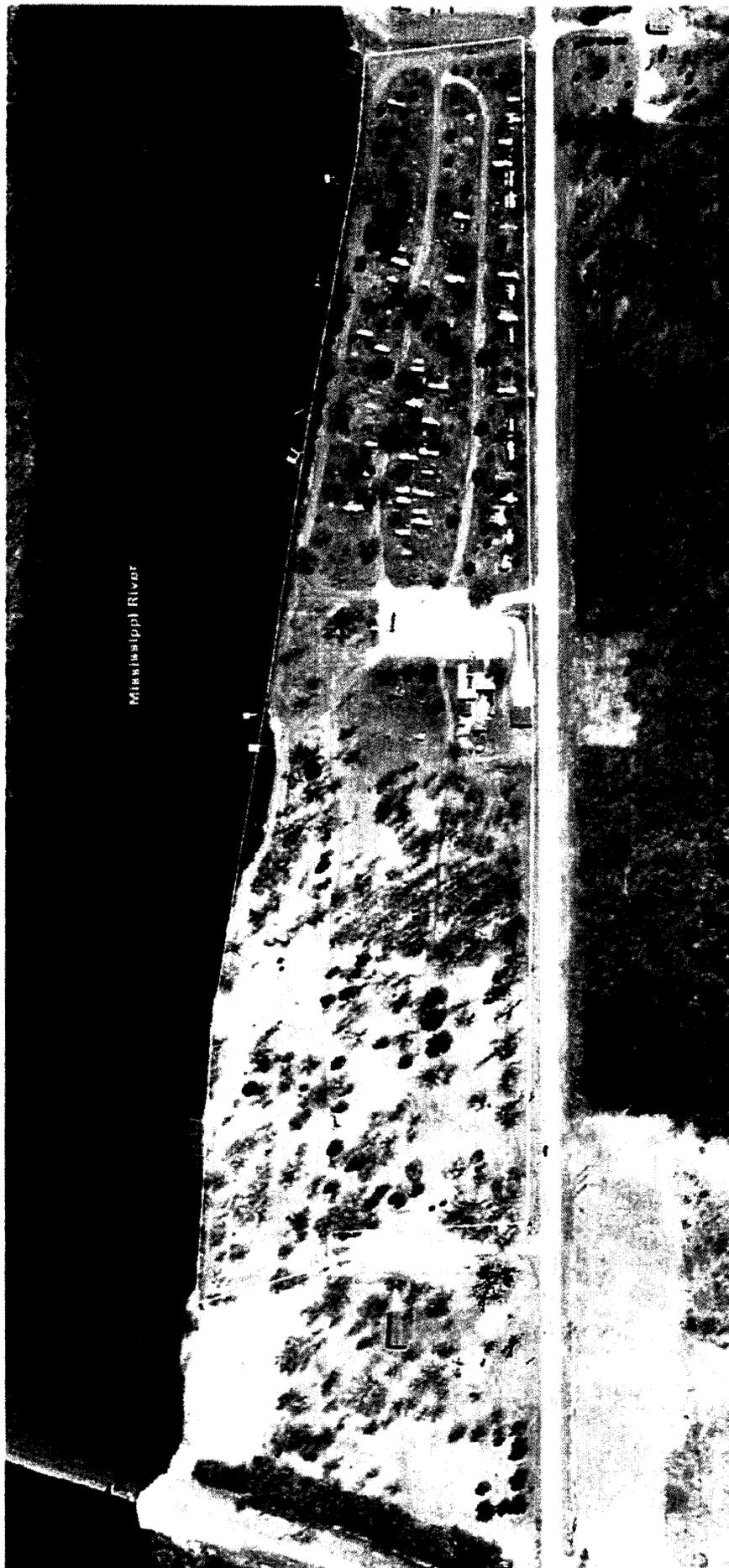
Date: 2/21/18

EXHIBIT 1

Depiction of Campground

Exhibit 1

City of Winona - Prairie Island Camp



00 200 400 Feet

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
No: 5	Parks and Recreation	02/18/20

Item: **Levee Park Master Plan – Phase Two**

No. 5.6

SUMMARY OF REQUESTED ACTION:

The Parks and Recreation Department is continuing to explore priorities within the Parks and Recreation Comprehensive Plan. A high ranking priority, not only in the Parks and Recreation Plan, but also within the recent Downtown Strategic Plan, is the continued development of Levee Park.

The City of Winona asked ISG, the design firm responsible for the Levee Park Gateway Project, for a proposal to begin a Master Plan for Phase Two of Levee Park. The City indicated in their request that Phase Two would encompass the boundaries of Levee Park from Main Street to Walnut Street and from the Mississippi River to the railroad tracks. The only exception is to explore streetscape improvements along Walnut Street from Cal Fremling Parkway to 2nd Street.

The City also asked for the following parameters to be explored; this is not meant to be an exhaustive list: Public restrooms, shade, a climbing boulder, streetscape improvements to Walnut Street, statue of John Latsch, trail improvements (Riverfront Trail), and improved river access. The proposal is attached for your review.

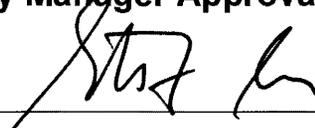
Staff is recommending approval of the proposal as presented by ISG in the amount of \$28,800 plus a contingency for a total of 33,200. Further staff recommends, funding the Master Plan for Phase Two from the positive fund balance within the Levee Park Gateway Project.

If Council concurs, a motion to direct the staff to execute the proposal from ISG for the Levee Park Master Plan Phase Two and to allocate up to \$33,200 from the Levee Park Gateway Project would be in order.

Department Approval:



City Manager Approval:



JANUARY 23, 2020

Chad Ubl
Assistant City Manager / Community Services Director
City of Winona
207 Lafayette Street
Winona, MN 55987
cubl@ci.winona.mn.us



RE: PROFESSIONAL DESIGN AND PLANNING SERVICES PROPOSAL FOR LEVEE PARK PHASE 2 MASTER PLAN - DRAFT

Dear Chad,

Thank you for the opportunity to provide the City of Winona with a professional services proposal for the master planning of Phase 2 Improvements at Levee Park, and to continue working with you to fulfill the complete vision for the site. We understand the limits of planning shall extend from the river to the railroad tracks, and from Walnut Street to the previous construction limits of the Phase 1 improvements project.

As part of the planning effort, the following list of amenities, facilities, and improvements should be considered. This list is a starting point to initiate conversations and ideas.

- Public restrooms
- Overhead shade
- Climbing boulder
- Statue/ memorial of John Latsch
- Pedestrian and trail improvements along Cal Fremling Parkway
- Improved river access; both recreational docking as well as touring boats
- Walkway improvements
- Streetscape improvements along Walnut Street from 2nd Street to the railroad tracks

We understand the final design is intended to allow the space to better serve the community on a day-to-day basis and accommodate existing and future programming. This master planning effort will guide future improvements and inform City budgeting discussions. The following scope of work outlines our approach and deliverables to complete the project.

Due Diligence

BASEMAP COLLECTION

ISG will create a basemap for the site utilize existing infrastructure and as-built data from the City and from the Levee Park Phase 1 project, publicly available data, and high resolution aerial photos. ISG recommends a complete site and boundary survey is completed for the noted areas of improvement. A site survey is preferred before concept planning begins, but isn't necessary until the City moves forward with Schematic Design. ISG can provide these services under a separate contract if requested.

PLAN REVIEW

The following information will be gathered and reviewed to reacquaint the design team with knowledge gained during Phase 1 and to understand any new considerations or requirements:

- Floodplain data
- City zoning information



- Previous master planning documents including, but not limited to, the following: 2018 Winona Comprehensive Parks, Trails, and Recreation System Plan, 2019 Downtown Strategic Plan, etc.
- Current long-range plans for the area, including current redevelopments and those being considered.

KICKOFF MEETING + SITE INVENTORY (1 FULL DAY IN WINONA)

ISG will host a kickoff meeting with City staff and key user/interest groups (selected and invited by City staff) to discuss the project and confirm project expectations. Topics will include: goals, vision, objectives, scope, timeline and deliverables.

Following the kickoff meeting, ISG will conduct a site tour and develop a summary of inventory and analysis findings. Analysis will include: assessment of current amenities, a complete inventory of existing site features, and recommendations of the most impactful areas of improvement. City staff and key user / interest groups are welcome to attend. Site analysis will focus on the following:

- Physical Condition
- Aesthetics + Design
- Compatibility with User Groups
- Access + Connectivity
- Program Capacity
- Safety + Security
- ADA Compliance + Universal Use

Deliverables

- (1) Facilitate Kickoff Meeting + Meeting Minutes
- (1) Site Analysis Exhibit

Conceptual Design

ISG will provide conceptual designs in response to previous engagement and the site analysis. The concepts will be vetted by City staff and key user / interest groups. A concept inspiration palette summarizing key features, and a preliminary cost comparison including construction costs, operation costs, and maintenance costs will support each concept.

Deliverables

- Concept review and input meeting with supporting materials
- Summary of feedback
- Up to (3) Concept Exhibits
- Up to (1) Inspiration Palette Exhibits for Each Concept
- Preliminary Cost Comparisons for Each Concept



Master Plan

Once initial feedback is gathered on the conceptual designs, ISG will refine the design into a preliminary master plan. ISG will have a review meeting with City staff and key user / interest groups to present the preliminary master plan. The preliminary master plan will also be loaded on a digital interface to offer the public a preview of the plan in a 10-day Digital Open House. A preliminary 3D fly through will be created to highlight project features and focus public feedback.

We anticipate one round of edits to the preliminary master plan before the plan is presented to the City Council for approval. A preliminary opinion of probably cost, plant materials, and amenities palette exhibit, rendered site master plan and (2) 3D still image renderings will be provided.

Deliverables

- Preliminary + Final Master Plan (master plan with one round of revisions)
- (2) 3D Still Image Renderings
- Preliminary + Final Inspiration Palettes
- Preliminary + Final Cost Opinion
- Up to (1) Staff and User / Interest Groups Review Meeting
- Up to (1) City Council + (open to the public for review and comment)

Understanding

We understand the following scope preferences. Changes to these assumptions may result in Additional Services. ISG will discuss any changes in scope with the City prior to beginning the work.

1. The project master planning schedule is targeted for completion by June 2020.
2. Site survey, design development drawings, construction drawings, specifications, bidding services, and construction administration are not included in this scope of work.

Compensation

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Due Diligence	\$4,500
Conceptual Design	\$11,500
Master Plan	\$8,900
Optional Additional Service: Per Meeting Cost	\$900 (not in contract)
Optional Additional Service: Per 3D Rendered Perspective	\$3,000 (not in contract)
TOTAL	\$24,900

Anticipated reimbursable expenses such as travel time and mileage are included within the compensation listed.



Please contact me at 952.426.0699 with any questions regarding our services or this proposal. To provide ISG with authorization to proceed, please acknowledge receipt and acceptance of this proposal as indicated below. We look forward to the opportunity to assist you with this project.

Sincerely,

Amanda Prosser, PLA
Associate Principal, Practice Group Leader
Amanda.Prosser@ISGInc.com

<p style="text-align: center;">ACKNOWLEDGEMENT OF ACCEPTANCE</p> <p>Accepted this ____ day of _____, 2020</p> <p>For: _____</p> <p>By: _____</p> <p>Title: _____</p> <p style="text-align: center;">This proposal is valid for 30 days.</p>
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REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

City Clerk

02/18/20

Item: **Amend Ordinance for Sunday Hours for On-Sale Liquor Sales**

No. **5.7**

SUMMARY OF REQUESTED ACTION:

Several years ago, the State law was changed to allow Sunday sales of liquor at restaurants beginning at 8:00 a.m. rather than 10:00 a.m. At that time, the City Council approved an ordinance to amend Winona City Code Section 55.16 – Hours and Days of Sale, to allow sales to begin at 8:00 a.m.

It was recently brought to our attention that there is a second provision in the City Code relating to general regulations which includes a provision regarding hours. The City Code permits a restaurant licensed to sell intoxicating liquor to open at 6:30 a.m. for the purpose of serving food. This section still referenced 10:00 a.m. for Sunday sales. In order to be consistent in the City Code with State law, the attached draft ordinance would amend this section to 8:00 a.m.

If the Council concurs, a motion to introduce the attached ordinance would be in order.

Department Approval:



City Manager Approval:



ORDINANCE NO. _____

AN ORDINANCE AMENDING WINONA CITY CODE,
CHAPTER 55 – LIQUOR, GENERAL REGULATIONS

THE CITY OF WINONA DOES ORDAIN (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as to their number and title):

SECTION 1. That section 55.07 of Winona City Code, Chapter 55 – Liquor, Section 55.07 General Regulations, Clause (o), be amended as follows:

- (o) No person licensed to sell intoxicating liquor or wine on-sale shall permit any person to consume intoxicating liquor or wine on the licensed premises between 1:30 a.m. and 8:00 a.m. on the days of Monday through Saturday, or between 1:30 a.m. and noon on Sunday, except that facilities meeting the requirements of Section 55.02(b)(5) and also possessing a Sunday on-sale intoxicating liquor license may allow consumption after 8:00 a.m. [~~10:00 a.m.~~] on Sundays. No such licensee shall permit any consumer or person whomsoever, except employees of the licensee, to be on the licensed premises during the hours when consumption of intoxicating liquor or wine is prohibited. Notwithstanding the foregoing, a restaurant licensed to sell intoxicating liquor may open at 6:30 a.m. for the purpose of serving food.

SECTION 2. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Winona, Minnesota, this ____ day of _____, 2020.

Mayor

Attested By:

City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: 7

City Clerk

02/18/20

Item: **Council Concerns**

No. 7.1

SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:



City Manager Approval:

REQUEST FOR COUNCIL ACTION

Agenda Section: **Consent Agenda**

Originating Department:

Date:

No: **8**

City Clerk

02/18/20

Item: **Consent Agenda**

No. **8.**

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – February 3, 2020

Minutes of the February 3, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

City Clerk: Item No. 8.2: Claim against the City by Rich Schneider

Rich Schneider has filed a claim against the city for damages to his property. The claim has been forwarded to the League of Minnesota Cities- Insurance Trust, and is on file in the City Clerk's Office.

Department Approval:



City Manager Approval:

