



Winona City Council Agenda

Monday, March 2, 2020

6:30 P.M., Meeting No. 5

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	
3. Petitions, Requests, Communications	
<i>City Clerk</i>	1. Request for Temporary On-Sale Wine and Malt Liquor License for St. Mary’s University Homecoming
<i>City Clerk</i>	2. Request from Winona County Complete Count
<i>City Clerk</i>	3. Sign for Relay for Life
<i>City Clerk</i>	4. Request for St. Martin's Strawberry Festival in Sinclair Park
<i>City Clerk</i>	5. Reappointments to the Board of Adjustment
<i>Parks & Recreation</i>	6. Request to Close Main Street Parking Lot for Wedding
<i>Parks & Recreation</i>	7. Request by Minnesota B.A.S.S. Nation to hold a Bass Tournament at Lions Park
<i>Parks & Recreation</i>	8. Farmers Market License Agreement
<i>Parks & Recreation</i>	9. Climbing Boulder Donation
<i>City Clerk</i>	10. Renew Liquor Permit for Winona Tour Boat
4. Unfinished Business	
5. New Business	
<i>Planning</i>	1. Heritage Preservation Commission Grant Applications
<i>Public Works</i>	2. FAA Entitlement Funds Transfer
<i>Community Development</i>	3. Call for Public Hearing – Host Approval for the Issuance of Revenue Bonds for Gundersen Health
<i>Parks & Recreation</i>	4. Community Arts & Culture Strategic Plan
<i>Police</i>	5. Portable Radios for Winona Police Department
<i>City Manager</i>	6. Pool 6 Dredged Material Management Plan

6. Reports of Committees	
7. Council Concerns	
<i>City Clerk</i>	1. Council Concerns
8. Consent Agenda	
<i>City Clerk</i>	1. Approval of Minutes – February 18, 2020
<i>City Clerk</i>	2. Ordinance to Rezone the Parcel of Land at 262 High Forest Street
<i>City Clerk</i>	3. Ordinance to Rezone the Parcel of Land at 276 East Garvin Heights Road
<i>City Clerk</i>	4. Ordinance to Amend Section 55.07 of the Winona City Code
<i>City Clerk</i>	5. Claim against the City by Dan Douglas
<i>City Clerk</i>	6. Claim against the City by Shirleen Rinard
<i>City Clerk</i>	7. Claim against the City by Rodney Seltz
9. Adjournment	

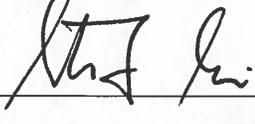
REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 3	City Clerk	03/02/20
<i>Item:</i> Request for Temporary On-Sale Wine and Malt Liquor License for St. Mary's University Homecoming		
<i>No.</i> 3.1		

SUMMARY OF REQUESTED ACTION:

St. Mary's University has applied for a Temporary On-Sale Wine and Malt Liquor License for their Homecoming event on the campus located at 700 Terrace Heights on June 27, 2020. The times for the liquor license would be from 12:00 p.m. until 3:00 p.m.

All documents are in order and Administration recommends approval of this license.

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

City Clerk

03/02/20

Item: **Request from Winona County Complete Count**

No. **3.2**

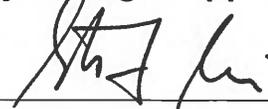
SUMMARY OF REQUESTED ACTION:

Brian Voerding of Engage Winona, and Complete Count Winona County, would like to make a presentation regarding their outreach efforts for the 2020 Census.

If the Council concurs, a motion to adopt the attached resolution would be in order.

Department Approval:

City Manager Approval:



RESOLUTION

WHEREAS, the U.S. Census Bureau is required to count the country's population every 10 years in order to understand the trends and needs of our increasingly diverse populations and demographics;

WHEREAS, the City of Winona is committed to ensuring every resident is counted in the 2020 Census;

WHEREAS, the City of Winona has helped establish the Complete Count Winona County committee, which includes representation or support from more than 75 organizations across the city, including businesses, faith-based institutions, nonprofits, K-12 and higher education, and more;

WHEREAS, federal and state funding allocated to communities for critical projects and needs, from infrastructure to social programs, depend heavily on census data and an accurate count of all residents;

WHEREAS, Census data is necessary for the accurate and fair redistricting of local, state and federal legislative seats, and Minnesota is in danger of losing a U.S. House seat and the representation in Congress it provides;

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for increasing economic development and employment;

NOW, THEREFORE, BE IT RESOLVED that the City of Winona is committed to supporting the Winona County Complete Count committee and the U.S. Census Bureau, and the ongoing efforts to provide community-wide communication, outreach and resources to ensure all residents are informed about and encouraged to complete the Census.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

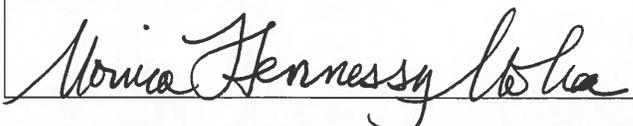
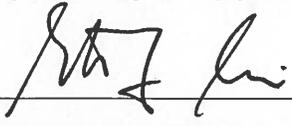
Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 03/02/20
<i>No:</i> 3		
<i>Item:</i> Sign for Relay for Life		
<i>No.</i> 3.3		

SUMMARY OF REQUESTED ACTION:

The American Cancer Society – Relay for Life of Winona County has submitted an application for a sign to be posted at Lake Park from March 9 – 16. If Council concurs, a motion to approve the request would be in order.

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 3	City Clerk	03/02/20

Item: **Request for St. Martin's Strawberry Festival in Sinclair Park**

No. **3.4**

SUMMARY OF REQUESTED ACTION:

Dear Councilmembers:

Once again we would like to hold our annual St. Martin's Strawberry Festival at Sinclair Park. This year's event is planned for Sunday, June 14, 2020. I have already reserved the park with the Parks & Recreation department.

If this is agreeable, I would also like to request electricity be available at the park for that date. I know that I need to pick up the key the week prior to the event. Also, could extra picnic tables (no extra garbage cans needed) be available for pickup (from the Jaycee Pavilion) the week prior as well?

Thank you for your time on this matter. This event has truly become a community event while also serving as a fundraiser for St. Martin's Lutheran Church and School.

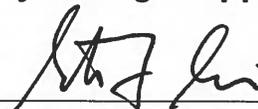
Sincerely,

Sherri Wendland
Strawberry Fest Chair
St. Martin's Lutheran School
253 Liberty Street
Winona, MN 55987

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	03/02/20

Item: **Reappointments to the Board of Adjustment**

No. **3.5**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark Peterson, which is self-explanatory.

March 2, 2020

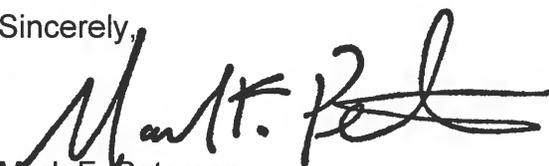
City Council
City Hall
Winona, MN 55987

Dear Council Members:

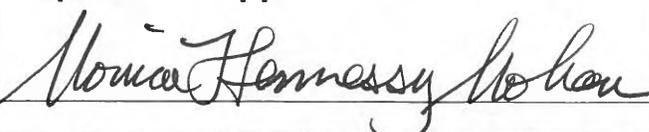
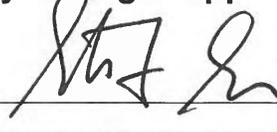
This letter is to advise that I am this date reappointing Jon Krofchalk and Christopher Sanchez to the Board of Adjustment. The term for these appointments would be effective April 3, 2020 through April 3, 2023.

I trust that you will approve these appointments.

Sincerely,



Mark F. Peterson
Mayor

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

Parks & Recreation

03/02/20

Item: **Request to Close Main Street Parking Lot for Wedding**

No. **3.6**

SUMMARY OF REQUESTED ACTION:

A renter is requesting the use of the Main Street Parking Lot, north of 2nd Street, and that it be closed to vehicular traffic from 12:30 p.m. to 10:00 p.m. on Saturday, May 30, 2020 to allow guest wedding reception parking.

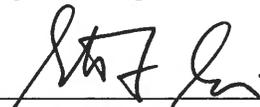
The Parks and Recreation Department is requesting to close and designate no parking on the aforementioned section of Main Street. Let it be noted that City Staff are aware that the Winona Farmer's Market has secured this space up until the 12:30 p.m. requested start time.

If Council concurs, a motion to direct staff to close the parking lot and post signage would be in order.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Parks and Recreation	<i>Date:</i> 03/02/20
<i>No:</i> 3		
<i>Item:</i> Request by Minnesota B.A.S.S. Nation to hold a Bass Tournament at Lions Park		
<i>No.</i> 3.7		

SUMMARY OF REQUESTED ACTION:

City Council
City of Winona

The Minnesota B.A.S.S. Nation would like to hold a Bass Tournament on Sunday, May 17, 2020 in Pool 6 on the Mississippi. We would like to use the St. Charles Street Boat Landing in Lions Park for weigh-in scales, live tanks with aeration, and tournament trailer.

This is a live release tournament: boaters and their co-anglers will trailer their boat, weigh in, and then return their catch to the river.

This event has a takeoff time of 7:00 a.m., weigh in time of 3:00 p.m., and finish time of 6:00 p.m.; is permitted with the DNR and the Winona County Sheriff Department; anticipates a 30+ boat field with a permitted cap of 50; anticipates 10-20 hotel rooms for the event with additional people in Winona to pre-fish three to four days in advance.

This event will not be held on the refuge but will adhere to refuge regulations. According to U.S. Fish and Wildlife, there will not be any closed areas on Pool 6 during the time of the event.

If you have any questions, please feel free to reach out to me.

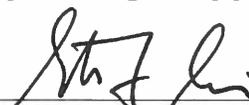
Thank you

Bill Neumann
Tournament Director
MN B.A.S.S. Nation
bneumann@mnbassnation.org
Cell: 320-979-7490

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

Parks and Recreation

03/02/20

Item: **Farmers Market License Agreement**

No. **3.8**

SUMMARY OF REQUESTED ACTION:

The Farmers Market is requesting the use of Main Street, north of 2nd Street, and a portion of Levee Park for the market in 2020.

The attached license agreement would allow the Market to use the areas described above for the duration of their season, with the exception of June 20th and September 5th. Levee Park is reserved for other events on those days.

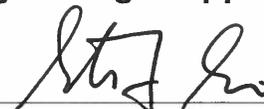
Staff recommends approval of the attached license agreement.

If Council concurs a motion to direct staff to execute the agreement, would be in order.

Department Approval:



City Manager Approval:



LICENSE AGREEMENT

This License Agreement (the "Agreement") is made effective the ___ day of _____, 2020, by and between the City of Winona, a municipal corporation organized under the laws of the State of Minnesota, (the "Licensor"), and Winona Farmers' Market Association Incorporated, a nonprofit corporation under the laws of the State of Minnesota, (the "Licensee").

RECITALS:

A. The Licensor is the owner of the public streets and parking lots located on the in the City of Winona, Minnesota.

B. The Licensee has requested to use Main Street between Second Street and Front Street, Municipal Parking Lot No. 6, and the northwest 17 angle parking stalls in Municipal Parking Lot No. 7 as depicted on the map attached hereto as Appendix A, all located in the City of Winona, Winona County, Minnesota, (the "Licensed Premises") for the purposes of operating the Winona Farmers Market consistent with the vendor information and guidelines attached hereto as Appendix B (the "market").

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

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

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor

hereby grants to the Licensee a license to use the Licensed Premises for the purpose of operating the market.

2. Term. The term of this Agreement shall be: from 6:00 a.m. to 2:00 p.m. on Saturdays from May 2 through June 13, 2020; June 27 through August 29, 2020; and September 12 through October 31, 2020. The Licensee's use of Municipal Parking Lots 6 or, may be terminated by Licensor upon a showing by Licensor of good and sufficient reasons upon Thirty (30) days' notice to the Licensee. For the purposes of this Agreement, "good and sufficient reasons" shall include, but not be limited to, changed circumstances affecting the purpose of this License Agreement or for reasons affecting the public interest or public health, safety or welfare.

3. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises on Saturdays between the hours of 6:00 a.m. and 2:00 p.m. during the license term. The market shall be operated in accordance with the guidelines included in Appendix B attached hereto. Dates may be canceled without notice to the Licensor, but no dates may be added or changed to a date not listed in this Agreement without the Licensor's consent following reasonable notice of the added or rescheduled date(s). In the event of any inconsistency or conflict between the terms contained in this Agreement and the appendices attached hereto, the terms contained in this Agreement shall govern. The Licensee shall have the right to regulate all vendors and products on display or sold on the Licensed Premises during the market. Pursuant to Winona City Code Section 52.18(d), the Licensee may allow mobile food units licensed by the City of Winona to operate on the Licensed Premises during the license term.

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. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Licensor the cost of 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.

No grilling or cooking of food products is allowed without the prior written permission of the market manager and the approval of the State Health Department and/or Winona County Department of Community Services. Food vendors shall obtain all applicable food licenses and comply with all pertinent regulations.

4. 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 market, provided that the substance of this Agreement is carried forward into any agreements with licensees and vendors.

5. Maintenance/Alteration of Licensed Premises. During the market, the Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash

during and after the hours of the market, and keep the premises free from refuse. The Licensee shall instruct all vendors about recycling requirements and shall provide receptacles for collection of recyclables. 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, restore the Licensed Premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.

6. The Licensor's Access. The Licensor, 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, cleaning, repairing, altering, or improving the 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.

7. Insurance. The Licensee shall maintain, with coverage for itself as well as for all vendors and participants in the market, a commercial general liability insurance policy with limits of at least \$1,500,000.00 per occurrence and at least \$2,000,000.00 aggregate coverage. Such insurance policies shall cover all losses related to the market, including set-up and take-down. The Certificate of Liability insurance must specify that all licensees, vendors and participants in the market are covered by the required insurance policies, and shall name the Licensor as additional

insureds. The Licensee shall deliver a list of all licensees, vendors, operators and other participants in the market and certificate(s) of insurance evidencing the required insurance coverage to the Winona City Clerk at least 15 days prior to the start of the market. No vendor or operator shall be allowed to set-up operations until such certificate of insurance has been delivered to the Winona City Clerk. Acceptance of a certificate of insurance that does not comply with the requirements of this license agreement will not operate as a waiver of the Licensee's or any other party's obligations hereunder. The Licensee shall specifically ensure that its liability insurance covers claims related to the activities that are part of the market

8. Indemnification. The Licensee shall indemnify, protect, save, hold harmless and insure the Licensor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including attorneys' fees, which may arise out of or be caused by the Licensee or its agents, employees, contractors, subcontractors, vendors, sublicensees, or with respect to the Licensee's use of the Licensed Premises or its operation of the market. The Licensee shall defend the Licensor against the foregoing, or litigation in connection with the foregoing, at the Licensee's expense, with counsel reasonably acceptable to the Licensor. The Licensor, at its expense, shall have the right to participate in the defense of any claim 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

Licensor. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

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

9. Police and Fire Protection. The Licensor shall provide police and fire protection as it deems necessary.

10. Alcoholic Beverages Prohibited. No part of the Licensed Premises shall be used for the sale, serving, or consumption of alcoholic beverages.

11. Termination of License. If at any time the Licensee breaches a material term of this Agreement, then this Agreement shall become null and void, at the option of the Licensor, immediately upon the Licensor's provision of written notice of the same to the Licensee.

12. 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. Notices. The parties' representatives for notification for all purposes are:

LICENSOR:

Chad Ubl
Director of Community Services
PO Box 378
Winona, MN 55987
Phone: 507-457-8258
Email: cubl@ci.winona.mn.us

LICENSEE:

Winona Farmers Market
P.O. Box 373
Winona, MN 55987
Email: winonafarmersmarket@gmail.com

d. 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.

e. 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, it being understood that the sole relationship created hereby is one of landlord and tenant.

f. 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.

g. 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.

h. Compliance with Laws. The Licensee and its sublicensees, vendors, operators and other participants in the market 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.

i. Interest by City Officials. No elected official, officer, or employee of the Licensor shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

j. 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.

k. 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.*

l. 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.

m. 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.

n. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof

superseding any prior agreements or understandings. All discussions and negotiations are deemed merged in this Agreement.

o. 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.

p. 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.

q. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

WINONA FARMERS' MARKET ASSOCIATION INCORPORATED

By: _____
_____, Its: _____

Date: _____

CITY OF WINONA

By: _____
Mark F. Peterson, Its Mayor

Date: _____

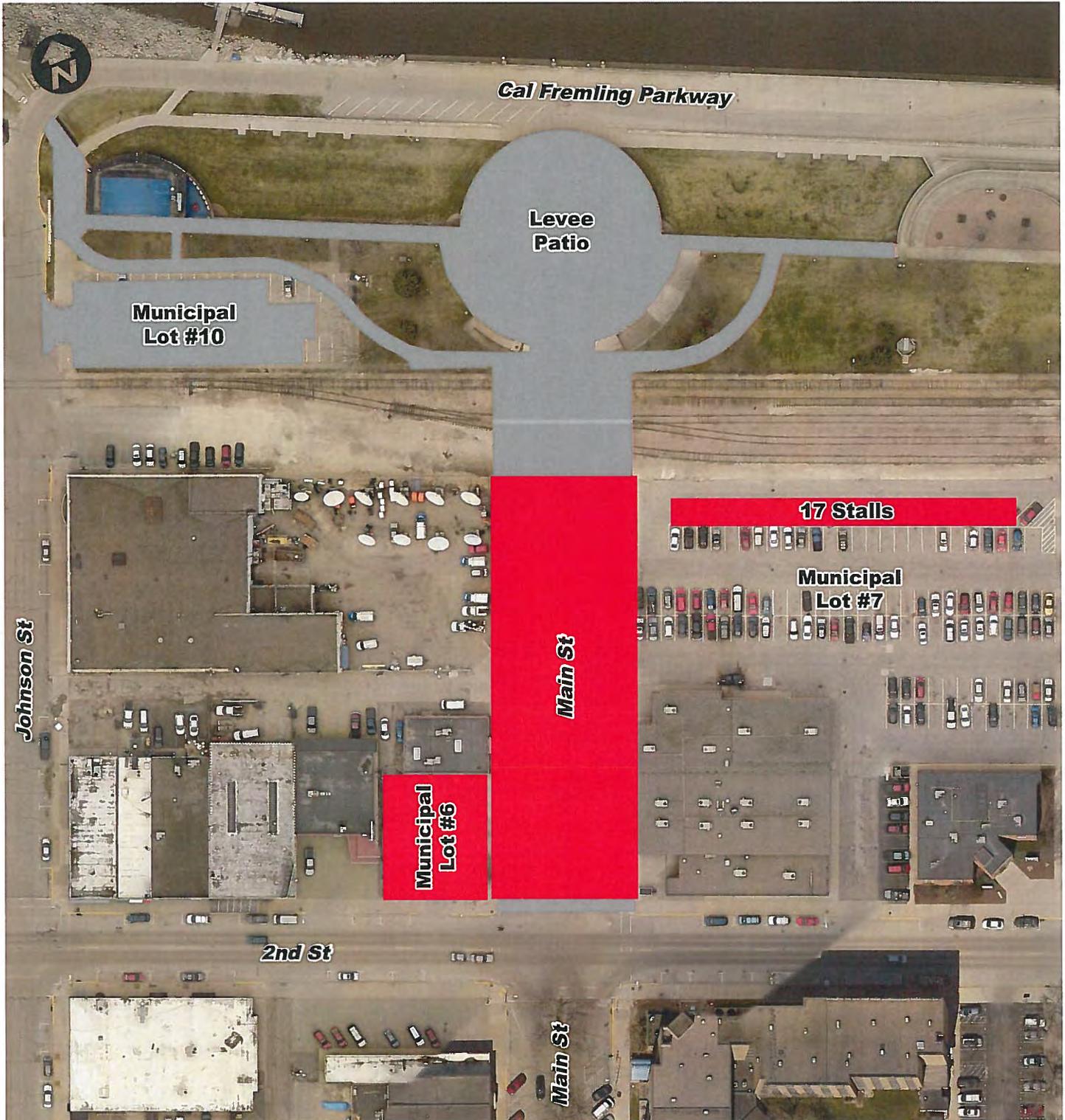
By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

APPENDIX A

Depiction of Licensed Premises

2020 Farmers Market License Agreement Appendix A



This map was compiled from a variety of sources. This information is provided with the understanding that conclusions drawn from such information are solely the responsibility of the user. The GIS data is not a legal representation of any of the features depicted and any assumptions of the legal status of this map is hereby disclaimed. Imagery from 2016



February 2020

APPENDIX B

Winona Farmers Market Guidelines

WINONA FARMERS MARKET ASSOCIATION
Vendor Information and Guidelines
Saturdays May–October 7:30 am – 1:00 pm
Winter Markets TBA
Location: Second and Main St. Winona, MN

*Revised
July 2015*

The Winona Farmers Market (WFM) provides a venue for consumers to purchase high quality, fresh and locally grown products. We encourage products which promote healthy lifestyles and sustainable, local agriculture. Vendors agree to abide by the WFM Code of Ethics.

Application and Fees

- Those wishing to participate in the market must complete an application form and return it with the \$175 stallholder fee to the market treasurer before receiving a stall assignment. This must be done prior to, or at the time of spring meeting.
- The WFM Executive Board (officers) shall determine stall assignments with respect to seniority, product availability and uniqueness.
- The market shall not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.
- Temporary vendors will be allowed as space is available. Fees are \$30 per session. Daily fees accumulated to \$225 by a vendor will be considered a paid-in-full seasonal fee. Daily fees must be paid at the start of the market day and will be collected by the market coordinator or an officer of the market.

Marketable Goods

- All farm products must be home grown (defined as owned or managed by the producer at his/her farm for 45 days) within 50 miles of Winona.
- The following items are approved for sale:
 - Vendor grown fresh fruits, vegetables and herbs
 - Vendor grown farmstead products such as cheese, meats, fish, poultry, eggs, baked goods, canned goods, honey, maple syrup and preserves if prepared and packaged in accordance with rules established by the MN Department of Agriculture.
 - Vendor grown bedding plants, hanging and potted plants, perennials and cut flowers
 - Vendor grown dried flowers or plants
- Exceptions and additions to the above must be approved in advance by the market Executive Board.
- No resale of any produce is allowed.
- Market officers and market coordinator have the right to ask vendors to remove products.

Product Regulations

- All items must be prepared, displayed and stored in accordance with MN Dept of Agriculture and MN Dept of Health guidelines.
- Each grower is responsible and liable for his/her products, guaranteeing that all products are produced and sold in compliance with all relevant state and local ordinances.
- Processed food items must be sold with a valid processing license or comply with Minnesota labeling law requirements.

- Growers are to provide their own scale, but have the option to sell by weight, volume, or count. The State of Minnesota requires certified scales.
- The Market President has the right and responsibility, via farm inspection with a second witness, to ensure that produce is grown by the vendor.
- Prices must be clearly marked by vendors. Vendors are limited to renting two permanent adjacent stalls as availability dictates. Moving of product to extra or temporary stalls is discouraged.
- Vendors selling products as certified organic must have available a copy of their organic certification provided by a USDA certifying agent.

Market Set-Up

- Set up time is 7:00 am on Saturday.
- Stallholders must be in place by 7:30 on Saturday or officers may assign stall to a temporary vendor.
- Hours for the markets are: 7:30 am- 12:00 on Saturdays.
- No one may sell before the 7:30 bell on Saturdays.
- Limited electricity is available. Vendors must contact the City of Winona to purchase electricity.
- Stalls are assigned for the season at the spring planning meeting. Vendors paying the seasonal fee in full at the spring meeting are guaranteed the same stall as the previous year, if desired.
- Growers are responsible for area clean-up.
- Petitioners for any cause are not allowed to set up in the market space or do strolling petitions during market hours. Individual vendors may have petitions within their own stall.

Enforcement and Insurance

- *First offense- Verbal warning* from the market president and/or market coordinator with an immediate correction to the violation.
- *Second offense- Written notice* from the market president or market coordinator with verification by a second officer. The vendor will also be fined \$50.00.
- *Third offense- Second written notice* from the market president or market coordinator (with second officer verification). Failure to abide will then **result in loss of selling privileges for the remainder of the season.**
- Insurance coverage for the Market as a whole includes: Commercial General Liability Coverage which includes Personal injury and Advertising Injury along with Damage to Premises Rented
- All vendors should carry their own general liability and product liability insurance, as the Market does not provide this coverage.
- The Market has an Emergency Response Plan in place.

Guidelines Adopted Spring 2009

Code of Ethics

This "Code of Ethics" represents guidelines for being a good neighbor and a good member of the Market. Please remember that although we may have different reasons for being at the Market, we all have an interest in its long-term success and in the success of the other vendors at the market.

- **Price your product fairly** - Gross undercutting is not acceptable and hurts everybody. Pay attention to what others are charging for similar products, especially if those products are at the market in abundance. Fresh and local products have a number of advantages over their grocery

store counterparts, and should be priced accordingly.

- **Market honestly** - First, follow the rules: only sell what you produce, only sell what the market allows you to sell, and follow the limits on regulated items for marketing and display. Second, follow the law with regard to labeling your product, whether as organic, chemical-free, grass-fed, etc. Third, be honest when describing the qualities of your product.
- **Honor your products** - Everybody has a lapse in quality every now and then. How you handle customer complaints reflects on the entire market, not just you.
- **Be respectful of other vendors** - Keep disagreements with other vendors private. Don't interrupt when customers are interacting with other vendors.
- **Respect the space of other vendors and the walk-way for customers.** A single line of stall-fronts has more visual appeal than a ragged line, and hiding your neighbor behind your stall is not fair. Leave room for customers to walk down the aisle.
- **Downplaying other vendors is not acceptable.** Talk your product up instead of talking somebody else's down and let the customer choose.
- **Pay attention to your stall and personal appearance** - An orderly stall is a safe place, and the appearance of vendors and their space reflects on the market as a whole, not just on the individual.
- **Be courteous to all customers** - They are, after all, why we are here. Make an effort to greet and offer to help customers whenever possible.
- **Read and follow the market rules and abide by the by-laws** - The market rules and by-laws are the standard agreed upon by all vendors. They allow for a smooth-running market that provides a level playing field for all vendors. Take time to understand them, and then follow them.

Code of Ethics Adopted Spring 2006

Winona Farmers Market Association Bylaws

A. Members of the Winona Farmer's Market Association

An individual, family, partnership, non-profit or other entity paying annual or weekly stall fees, based on present year's participation.

B. Who May Sell?

1. Any grower who has paid the required fees and who has raised their produce within a 50 mile radius of Winona.
2. New vendors must complete the Vendor Application and be approved by the officers of the Association. Vendors may be denied access due to space considerations, distance requirement or products not allowed for sale at this market. The Board has the authority to decide whether the market can support a vendor in any given category. Priority will be given to new vendors offering unique products. Denied vendors will be put on a waiting list for the following year, or they may apply as temporary vendors
3. Concessions may sell if the vendor purchases or barter with the market vendors to provide a majority of ingredients from the market vendors.
4. Fundraisers by community groups may take place with the following limitations:
 - a. Fundraisers will be limited to one per month, to be scheduled at the discretion of the Market Coordinator.
 - b. Fundraiser groups must operate under WFM guidelines and by-laws and Minnesota farmers market laws.
 - c. No commercial product donations may be sold.
 - d. Prices of fundraiser products should not undercut prices of market vendors.
 - e. Fundraiser group must pay temporary vendor fee.
 - f. A stall shall be reserved exclusively for fundraisers in the extension (theater parking area).
5. Franchise business applicants will not be considered for membership at the Winona Farmers Market.

C. What May Be Sold?

1. Fruits, vegetables, nuts, herbs, flowers, bedding & house plants, eggs, honey, syrups, MN approved canned goods, jams and jellies; baked goods, meats and soap. Exceptions and additions may be admitted at the discretion of the Association.
2. No resale of any product is allowed.
3. Jams and jellies may be sold if the vendor produces the main ingredient(s), and produces the product. Ingredients must be listed on the label, and the vendor should identify which ingredients are produced by the vendor.
4. Canned goods may be sold if the vendor produces the main ingredient(s), processes the product, and meets the Minnesota State regulations for display, labeling, and production.
5. Vendors may sell baked goods only if they are selling other products that are grown or raised on their farm.

6. If the primary ingredients of the baked goods, i.e. "ingredients that make it unique" are raised by the vendor, the vendor is not required to sell other products.
7. Baked goods may be sold if they are produced by the vendor without the use of purchased pre-made doughs, batters, crusts, dry ingredient mixes, frostings, or fillings. Ingredients such as fats, oils, leavening, and salt must be added by the vendor. An ingredient list must be kept on file and made available at the market for the market manager to inspect. Receipts for ingredients must be kept on file by the producer and made available to the market manager upon request.
8. All baked goods must meet Minnesota State regulations.
9. Existing bakers holding a permanent stall previous to the application of this by-law at the Spring 2015 Vendor meeting are grandfathered in and not held to by-law 3 and 3(a).

D. Rights of Stall Holders

1. Stallholders by definition are vendors who rent a designated stall for the May-October season and pay the annual fee in advance of, or at time of the annual spring meeting of the Association. A vendor is defined as an individual (or entity) selling produce that originates with that individual's operation. A vendor may be a stallholder OR a temporary vendor.
2. Upon payment of the seasonal fee, stalls shall be assigned according to seniority, with stallholders having the right to renew a stall used the previous year. *[all vendors equal in seniority as of Spring meeting 2011]*
3. The officers of the Association shall establish seniority with regard to stall assignments for seasonal stallholders. Senior vendors will be given priority for changing stalls when a stall opens due to attrition. If there is more than one request for a change by a senior stallholder to move to an open stall, the new holder of the stall shall be selected by lottery (random selection). First-year stallholders will not be eligible for stall change unless no requests are made by senior stallholders. They will become eligible for stall change after one complete season as a stallholder.
4. Stallholders must contact the coordinator or an officer by Thursday when they know that they will not be present to use their stall on a Saturday. An officer of the Association may assign a reserved stall to a temporary vendor if the stallholder who has reserved said stall is not at the market by 7:30 am on any given Saturday.
5. A single vendor shall be limited to renting 2 permanent adjacent stalls.

E. Stalls

1. Stall definition: A stall is defined as a space 14 feet wide which is enough for one vehicle to park perpendicular to the curb. Stall holders will leave enough space between their display and the island on Main Street for a vehicle to pass. Stall dimensions must be obeyed.
2. Stall assignments: Annual stallholders shall be assigned permanent stalls for Saturdays. Annual stallholders attending Wednesday markets shall be assigned a separate permanent stall for Wednesdays.
3. Stall fees:
 - a. Saturday-Only Vendors: \$175 per stall, one-time seasonal fee
 - b. Temporary Vendors: \$30 each Saturday, with stall assignment at the discretion of the

market officers or coordinator. Daily fees must be paid at the start of the market day and will be collected by an officer or the coordinator. Daily (temporary vendor) fees accumulated to \$225 will be considered as full payment for the season.

- c. Winter Market \$150.00 Seasonal Fee (all scheduled winter markets) or \$20 per session
 - d. The following officers of the Association are exempt from annual fees: president, vice president, secretary, treasurer and webmaster.
4. Any conflicts concerning stall boundaries shall be brought to the attention of one of the officers of the Association.
 5. Stallholders are responsible for clean-up of their stall area after every market.
 6. Stallholders will provide own tables, etc.

F. General Rules

1. Market hours are 7:30 AM-12:00 PM on Saturdays.
2. Stall set up may begin no earlier than 7 a.m. on Saturdays. No one may sell before the 7:30 bell on Saturdays.
3. Vendor to vendor bartering or buying prior to the bell on Saturday market dates is acceptable.
4. Each grower is responsible for and liable for his/her own produce.
5. Growers are to provide their own scales, but have the option to sell by weight, volume, or count. The State of Minnesota requires certified scales.
6. Prices must be clearly marked by growers.
7. Failure to abide by these bylaws will result in one verbal warning followed by two written warnings. If a violator fails to abide after the second written warning, then loss of annual stall and selling privileges for the remainder of the season will occur. Members may report an alleged violation by completing a "Winona Farmers Market Rule Violation Form" available from any officer.
8. It is the duty of the officers to enforce the rules.
9. Any changes in these bylaws may be made by majority vote at any meeting provided the change has been suggested 4 weeks prior to the meeting in which the vote occurs.
10. All rules appearing in these By-Laws apply to all sessions of the Winona Farmers Market including Saturdays, Wednesdays and winter markets.
11. Petitioners for any cause are not allowed to set up in the market space or do strolling petitions during market hours. Individual vendors may have petitions within their own stall.

G. Meetings

1. There shall be a spring meeting in February or March of each year with members being notified approximately three weeks in advance of the meeting.

2. There shall be a fall meeting of the Association each year, with members being notified approximately two weeks in advance of the meeting.
3. The board members of the Association will be elected by the membership at the spring meeting. The elected board members will establish the officer positions within themselves. Special elections may occur as necessary at the fall meeting. Special elections may occur as necessary at the fall meeting.
4. Special meetings of the Association may be called by the officers.

H. Election of Officers

1. Only one vote per grower, family or partnership is allowed.
2. Officers will be elected by majority vote.
3. Officers will be elected for a one year term.
4. Officers must be members of the Winona Farmers Market Association.

I. Job Descriptions of Officers of the Association

1. **President:** The president shall: a) preside at all meetings, or appoint a temporary chair to do so, b) oversee the management, organization, and execution of the business of the Association, c) appoint all temporary ad hoc committees, d) sign, along with the secretary, all notes, grants and other documents, e) be responsible for ensuring, via farm inspection when necessary and accompanied by a second witness, that produce sold by a vendor is in fact being produced by said vendor, f) supervise the work of the market coordinator.
2. **Vice President:** The vice president shall: a) perform the duties of the president in their absence or disability, b) supervise, coordinate, and report to the members of the Association all maintenance needs and the progress of projects being undertaken by the Association and c) assist the market coordinator with planning and implementation of advertising and market promotion.
3. **Secretary:** The secretary shall: a) keep a complete record of the meetings of the members and officers b) sign as secretary and with the president, all notes, grants and other documents c) serve all notices of meetings within the time prescribed by these bylaws. d) keep updated paper and electronic files of all documents essential to the smooth operation of the Association.
4. **Treasurer:** The treasurer shall: a) with the assistance of the market coordinator, receive and distribute all funds of the Association, b) keep a complete record of all financial transactions of the Association, c) submit to the members at the spring and fall meeting a complete record of the financial condition of the Association, d) maintain stall assignments and seniority list of stallholders.
5. **Webmaster:** The webmaster shall: be responsible for maintenance of the website www.winonafarmersmarket.com. including posting of events and changes. The coordinator shall assist the webmaster.

By-laws updated July 2015

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Parks and Recreation	<i>Date:</i> 03/02/20
<i>No:</i> 3		

Item: **Climbing Boulder Donation**

No. **3.9**

SUMMARY OF REQUESTED ACTION:

The Winona Parks and Recreation Department has been working with the Recreation Alliance of Winona on the creation of an area for a climbing boulder. The climbing boulder will be an asset to our park system not only for residents of Winona but also for those individuals visiting Winona. The Parks and Recreation Department feels this will also be an asset to the Park System since we do not have this type of park equipment within in the system. Further, the climbing boulder will enhance the many outdoor recreation opportunities that already exist within our community.

The Recreation Alliance of Winona will purchase the Climbing Boulder from Eldorado Climbing. Attached are documents and images of the climbing boulder intended to be purchased.

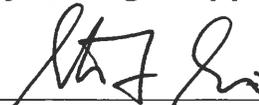
The City does have funds within the 2020 budget for the placement of the Climbing Boulder within the Park System. A location has not been finalized; however, we are currently working on the feasibility of Levee Park.

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

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, the City of Winona Parks and Recreation Department works with the Recreation Alliance of Winona to expand recreational opportunities for our community; and

WHEREAS, the Recreation Alliance of Winona was able to secure a local donation for the purchase of a climbing boulder for the City's park system; and

WHEREAS, the City of Winona Parks and Recreation Department is interested in adding the climbing boulder to our Park System.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that the City hereby accepts the donation of a climbing boulder, and the City Council hereby expresses the community's appreciation to all donors who made this donation possible.

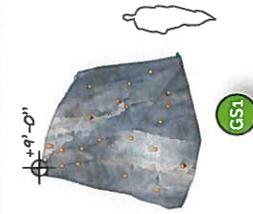
Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

Boulder Collection



GM1



GM2

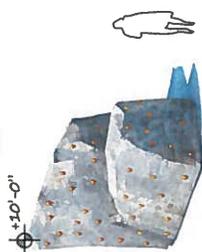


GM3



GM4

SMALL SIZED
 - 9' average height
 - 6' average diameter
 - Approx 200 sf
 - Approx 16,000 lbs
 - \$15,000 + shipping / craning



GL1



GL2

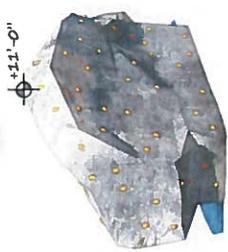


GL3



GL4

MEDIUM SIZED
 - 10' average height
 - 13' average length
 - Approx 350 sf
 - Approx 28,000 lbs
 - \$25,000 + shipping / craning



GL1



GL2

LARGE SIZED
 - 11' Average height
 - 16' Average length
 - Approx 500 sf
 - Approx 40,000 lbs
 - \$35,000 + shipping / craning



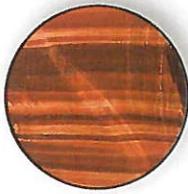
GXL1

EXTRA LARGE SIZED
 - 12' height
 - 26' length
 - Approx 750 sf
 - Approx 60,000 lbs
 - \$50,000 + shipping / craning

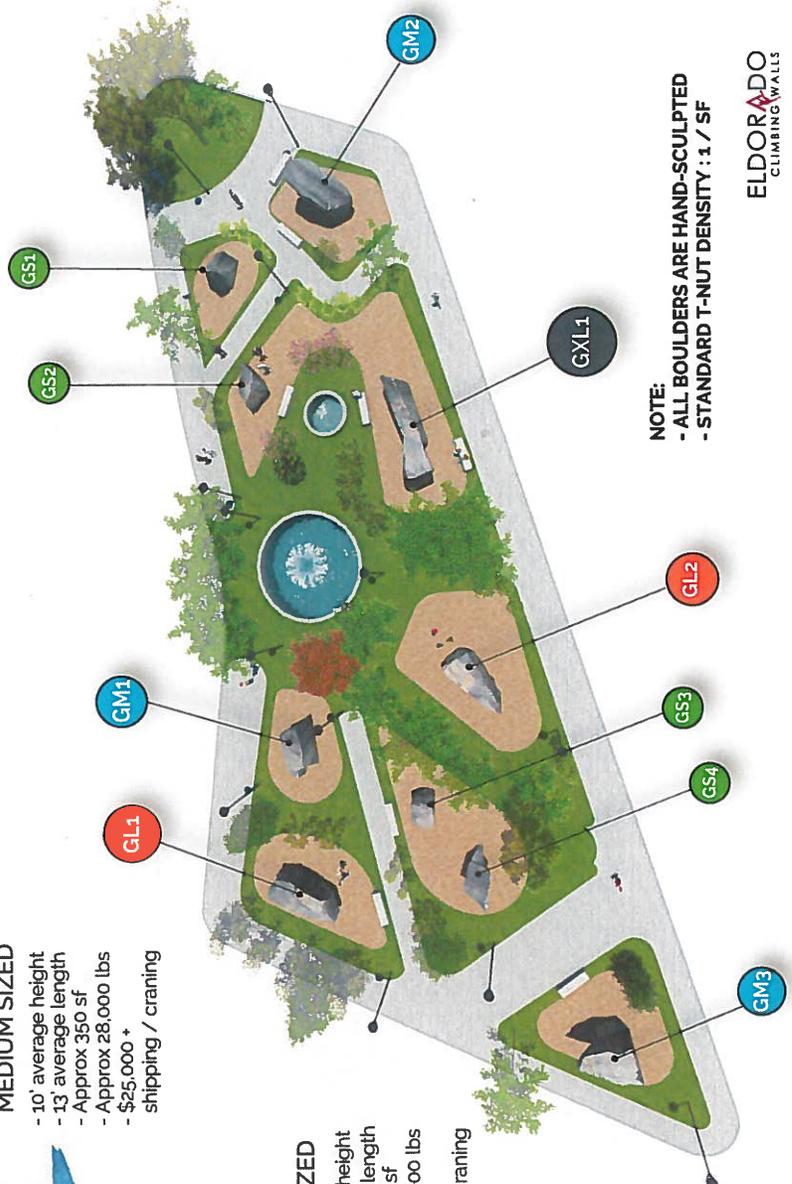


Yosemite Granite

SURFACE STYLE OPTIONS



Desert Sandstone



NOTE:
 - ALL BOULDERS ARE HAND-SCULPTED
 - STANDARD T-NUT DENSITY : 1 / SF



RECREATION ALLIANCE WINONA MINNESOTA

New to Winona this year!

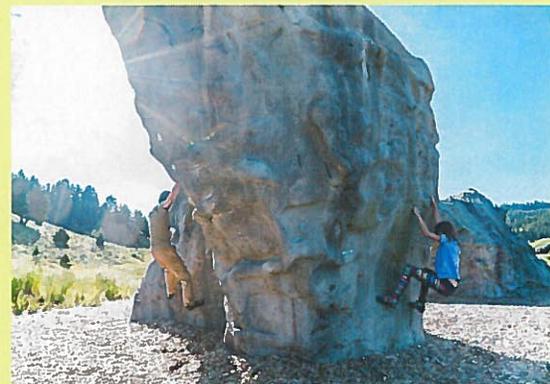
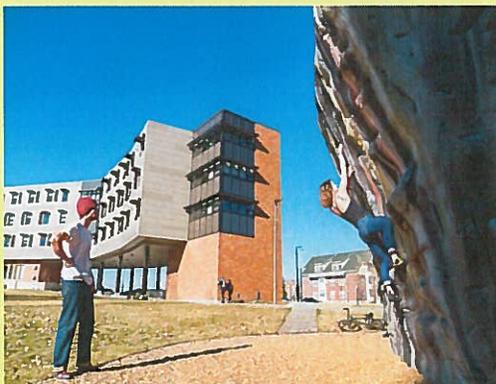
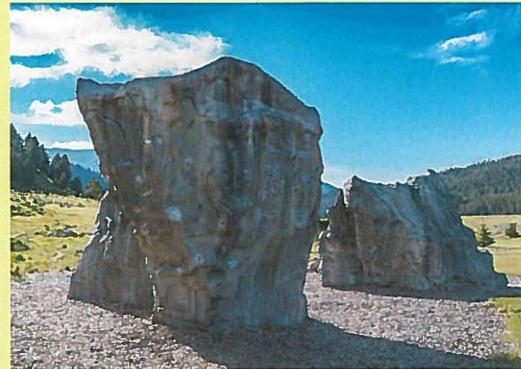
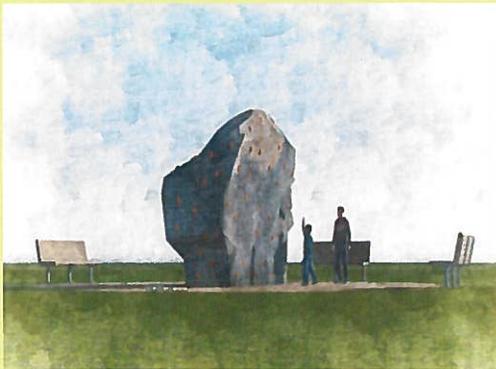
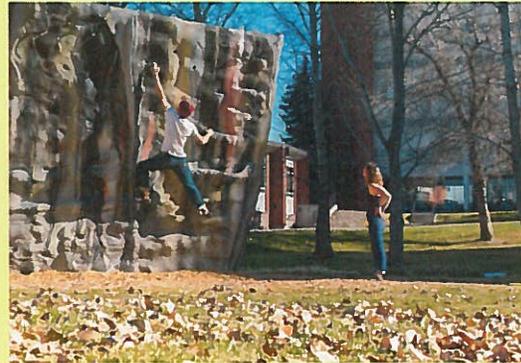
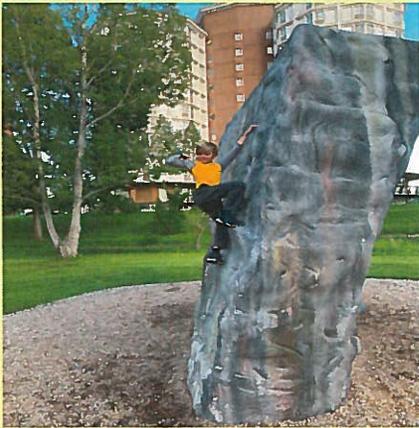
Outdoor Rock Climbing Boulder for all ages and abilities.

The Recreation Alliance of Winona secured a grant from BK5K to add a state of the art rock climbing boulder to Levee Park built by Eldorado Climbing Walls!

This boulder will be approx. 12ft tall and 25ft long and will be one of the only outdoor rock climbing boulders in the Midwest!

This climbing feature will be free to use much like any playground equipment.

Below are examples of what it will look similar to!



REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

City Clerk

03/02/20

Item: **Renew Liquor Permit for Winona Tour Boat**

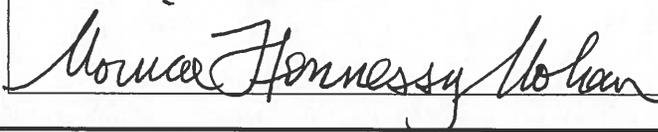
No. **3.10**

SUMMARY OF REQUESTED ACTION:

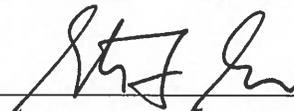
Aaron Repinski, doing business as the Winona Tour Boat, has applied for a Consumption and Display Permit for the tour boat operating from the Winona Levee. The effective dates of the license would be April 1, 2020 through March 31, 2021.

All of the documents are in order and if the Council concurs, a motion to approve the Consumption and Display permit would be in order.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Planning

3/2/2020

Item: **Heritage Preservation Commission Grant Applications**

No. **5.1**

SUMMARY OF REQUESTED ACTION:

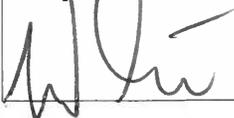
In accordance with the duties of the Heritage Preservation Commission to evaluate and nominate the historic resources of the City of Winona, the Winona HPC is proposing to pursue grants for the Windom Park Historic District and the Winona Lake Park Band Shell for upcoming grant cycles. Both projects were identified in the 2019 Winona HPC priority list and presented to the City Council in June, 2019 and funds were budgeted for the projects for the 2020 year. Both projects include properties owned by the City of Winona.

The Winona HPC proposes utilizing a Certified Local Government (CLG) Grant through the State Historic Preservation Office (SHPO) for the nomination of the locally-designated Windom Park Historic District to the National Register of Historic Places. The district was locally designated in 2016 with the intent of nominating to the National Register in subsequent years. There are 29 properties in the local district, including 23 contributing properties. The nomination would include an evaluation of the existing boundaries and the required work to create the necessary documentation for a successful nomination to the register. The properties in the district were determined as eligible in the 2010-2011 Winona Bridge Study. Designation on the National Register of Historic Places is an honor and also enables potential grant or tax credit funding avenues for properties in the district. Total expected project costs are \$15,000 of which the City will be required to match 40% (\$6,000). Applications are due March 6, 2020.

The Winona HPC also proposes utilizing a Minnesota Historical and Cultural Heritage Grant through the Minnesota Historical Society for an evaluation study of the Winona Lake Park Band Shell, which is nearing its 100th anniversary in 2023. The evaluation study will be used to determine whether the property is eligible for the National Register of Historic Places. Total expected project costs are \$7,000, of which the City may provide a match up to \$2,000. Applications are due April 10, 2020.

If the City Council concurs with the HPC's proposal, a motion to authorize staff to apply for the grants would be in order.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Public Works	3/2/2020
<i>Item:</i> FAA Entitlement Funds Transfer		
<i>No.</i> 5.2		

SUMMARY OF REQUESTED ACTION:

Each year, the City of Winona (and other airports nationwide) receives an allocation of \$150,000 of Airport Improvement Program (AIP) Entitlement Funds from the Federal Aviation Administration (FAA). These funds provide grant support for the federally-eligible portion of airport planning and development projects.

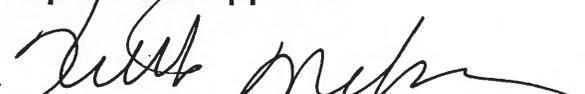
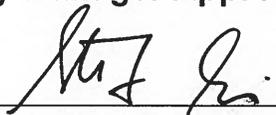
FAA Entitlement Funds are subject to expiration. Because the use of the funds is often a matter of project timing, airport sponsors are allowed to transfer unused entitlement funds between airports. Transfers of this nature enable airports to complete projects for which an airport does not have sufficient balance of FAA Entitlement Funds.

In 2019, the City of Alexandria transferred \$150,000 of unused FAA Entitlement Funds to the City of Winona Entitlement Funds account in support of the federally –funded construction of the SRE Building. The agreement was to transfer future entitlement funds back to the City of Alexandria to support future grants at the Alexandria Municipal Airport.

Provided herein is a request for City Council approval of the transfer of Federal Entitlement Funds from the City of Winona to the City of Alexandria for their use in federally-funded airport projects. TKDA has prepared FAA Forms 5100-110 and the related agreement for the transfer of unused FAA Entitlement Funds back to the City of Alexandria, in the amount originally received of \$150,000. The funds will be transferred from allocations in Federal Fiscal Years 2020 and 2021.

The execution of the transfer has no impact on the federal and state grants approved for the construction of the SRE building. The transfer has no impact on the amount of local funding that the City has authorized for current airport projects.

If the Council is in concurrence, authorization of the Director of Public Works and the City Attorney to execute FAA forms 5100-110 and the related agreement between the City of Winona and the City of Alexandria for the transfer of \$150,000 of FAA entitlement Funds back to the City of Alexandria would be in order.

Department Approval: 	City Manager Approval: 
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AGREEMENT BETWEEN THE CITY OF WINONA, MINNESOTA
AND THE
CITY OF ALEXANDRIA, MINNESOTA

I.

This document is a memorialization of the Agreement between the City of Winona and the City of Alexandria that the City of Winona does hereby authorize \$150,000.00 of Federal Entitlement dollars (\$45,000 in FFY2020 and \$105,000 in FFY2021), earmarked for the Winona Municipal Airport, be transferred to the City of Alexandria for its use at the Alexandria Municipal Airport, subject to the following conditions:

II.

The City of Winona agrees to sign and file FAA Forms 5100-110 "Request for FAA Approval of Agreement for Transfer of Entitlements" (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfers of Federal Entitlement dollars.

III.

All parties acknowledge that this agreement is in full consideration, which will allow for \$45,000.00 of Federal Entitlement dollars to be transferred to the City of Alexandria on or about May 31, 2020, and \$105,000 of additional Federal Entitlement dollars to be transferred to the City of Alexandria on or about May 31, 2021.

This Agreement is fully stated and cannot be canceled, modified, or in any way changed without express written permission of both parties.

Keith Nelson
City of Winona - Director of Public Works

Martin Schultz
City of Alexandria – City Administrator



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Winona, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Winona Municipal Airport (ONA)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2020	\$ 45,000.00
Total		\$ 45,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Alexandria Municipal Airport (AXN)

Name of Receiving Airport's Sponsor: City of Alexandria, Minnesota

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2020 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of February , 2020

Name of Sponsor: City of Winona, Minnesota

Name of Sponsor's Authorized Official: Keith Nelson

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Minnesota. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Winona, Minnesota (City, State),
this day of February , 2020

Signature of Sponsor's Attorney: _____



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Winona, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Winona Municipal Airport (ONA)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2021	\$ 105,000.00
Total		\$ 105,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Alexandria Municipal Airport (AXN)

Name of Receiving Airport's Sponsor: City of Alexandria, Minnesota

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2021 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of February , 2020

Name of Sponsor: City of Winona, Minnesota

Name of Sponsor's Authorized Official: Keith Nelson

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Minnesota . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Winona, Minnesota (City, State),

this day of February , 2020

Signature of Sponsor's Attorney: _____

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Community Development

3/2/2020

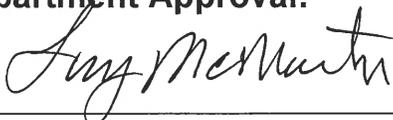
Item: **Call for Public Hearing – Host Approval for the Issuance of Revenue Bonds for Gundersen Health**

5.3

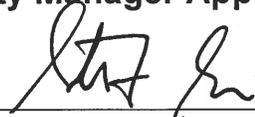
SUMMARY OF REQUESTED ACTION:

The City Council is requested to set a public hearing to consider the Wisconsin Health and Education Facilities Authority to issue bonds for the Gundersen Clinic project located at 1122 West Hwy 61 in Winona, Minnesota. The public hearing is an accommodation by the City to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, for the issuance of the Bonds by WHEFA. This is typically referred to as a host resolution since the facility is located in the City of Winona but the City is not the conduit debt issuer.

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, the City of Winona, Minnesota ("Winona") has received from Gundersen Lutheran Administrative Services, Inc. (the "Borrower"), a proposal that Winona undertake a program to assist in financing, among other things, a Project described in Exhibit A, a portion of which is located in Winona, through the issuance of revenue bonds or obligations, in one or more series ("Bonds"), by the Wisconsin Health and Educational Facilities Authority (the "Issuer"); and

WHEREAS, Winona has been advised that a public hearing and City Council approval of the financing of the Project by the Issuer is required under Section 147(f) of the Internal Revenue Code of 1986, as amended;

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the attached Notice of Public Hearing. The general nature of the Project and an estimate of the aggregate principal amount of the Bonds or other obligations to be issued to finance the Project are described in the Notice of Public Hearing.
2. The City Clerk is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper and newspaper of general circulation available in the City, not less than 7 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR HOST APPROVAL OF THE ISSUANCE OF REVENUE BONDS FOR GUNDERSEN HEALTH

The City of Winona, Minnesota (the "City") will hold a public hearing on March 16, 2020 at 6:30 p.m., Central Time, in City Council chambers at the City Hall, located at 207 Lafayette Street, Winona, Minnesota 55987.

The public hearing will be to consider the issuance by the Wisconsin Health and Educational Facilities Authority ("WHEFA") of its 501(c)(3) revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$30,000,000 (collectively, the "Bonds") on behalf of Gundersen Lutheran Administrative Services, Inc. ("GLAS" or the "Borrower"), Gundersen Clinic, Ltd. (the "Clinic"), Gundersen Lutheran Medical Center, Inc. (the "Hospital") and Gundersen Lutheran Medical Foundation, Inc. (the "Foundation").

The proceeds of the Bonds will be loaned by WHEFA to the Borrower and are expected to be used to finance, or to reimburse GLAS, the Clinic, the Hospital or the Foundation for, costs of the acquisition, construction, renovation, relocation, expansion and equipping of the health facilities described below, which are or will be owned or operated by GLAS, the Clinic, the Hospital or the Foundation and to finance issuance costs relating to the Bonds:

(a) the acquisition, construction, renovation and equipping of a clinic and related health care facilities located at 1122 West Hwy. 61, Winona, Minnesota 55987 (estimated principal amount not to exceed \$30,000,000), and

(b) the acquisition, construction, renovation and equipping of hospital, clinic and related health care facilities located in the State of Wisconsin.

This public hearing and the Bonds, as and when issued, do not impose any liability, financial or otherwise, on the City or the State of Minnesota or in any way involve the City or the State of Minnesota in the issuance of the Bonds. The public hearing is an accommodation by the City to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, for the issuance of the Bonds by WHEFA.

At the public hearing, all persons will be afforded a reasonable opportunity to express their views on the proposed issuance of the Bonds and the location and nature of the facilities located in the City to be financed with the proceeds of the Bonds. At or prior to the public hearing written comments may be submitted to the City Clerk of the City at 207 Lafayette Street, Winona, Minnesota 55987.

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF WINONA, MINNESOTA

By Monica Hennessy Mohan
Its City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Parks & Recreation

03/02/20

Item: **Community Arts & Culture Strategic Plan**

No. **5.4**

SUMMARY OF REQUESTED ACTION:

The City Council approved the process for the City to accept RFPs for the Community Arts and Culture Strategic Plan in November of 2019.

The City of Winona received three plans from the request for proposals. An Advisory Committee consisting of Fine Arts Commission members, City Staff, and a member public reviewed the three proposals submitted. The proposal from The Cultural Planning Group ranked the highest for content and experience. It also was the least expensive plan received. The proposal from The Cultural Planning Group is attached for your review.

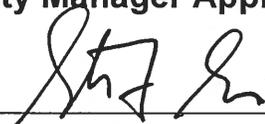
The proposal cost is \$65,000 and staff is recommending allocating funds across two budget years to complete the plan. The 2020 budget has an allocation of \$15,000 within the Fine Arts Commission budget and staff is recommending allocating \$20,000 from the General Fund Contingency to cover the 2020 costs. An additional \$30,000 would need to be allocated in the 2021 budget to complete the plan.

If Council concurs a motion to authorize staff to execute the agreement with The Cultural Planning Group and allow the transfer of funds from the General Fund Contingency to the Fine Arts Commission Budget would be in order.

Department Approval:



City Manager Approval:



City of Winona

Arts & Culture Strategic Plan

Response to Request for Proposals

The Cultural Planning Group
6878 Navajo Road, Unit 58
San Diego, CA 92119



cpg



All images in this proposal courtesy of Visit Winona, except as noted.

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Cover Letter

January 20, 2020

Lee Gundersheimer
Arts and Culture Coordinator
City of Winona
207 Lafayette Street, Suite 105
Winona, MN 55987

Dear Lee,

On behalf of The Cultural Planning Group (CPG), I am pleased to submit our proposal to assist you in developing the City of Winona's Arts & Culture Strategic Plan.

Thank you for speaking with me and my business partner, Linda Flynn, last month to discuss this distinctive and ambitious project. As we discussed, Winona shows it is an exceptional city by recognizing arts and culture as a key strategy for community and economic development. We understand the intent of this strategic plan is to build on the current strengths of your arts and cultural community, integrate arts and culture into city planning and initiatives, and to "right size" the city's role in arts leadership. Winona prioritizes the community's voice in planning, and we understand this plan must be founded on inclusive public participation informing a collective vision for arts and culture.

We understand that this arts and culture strategic plan fits in a larger context of planning and action in Winona. We reviewed several current planning documents including Engage Winona, Comprehensive Plan, Downtown Revitalization Plan, and the Riverfront Revitalization Plan. Each articulates a role for arts and culture, with three of these plans dating back to 2007. Progress has been made on a number of their recommendations. It is clear that the arts and culture strategic plan must align with those plans, while providing a roadmap for future arts and cultural development and anticipating the city's 2022 comprehensive plan update.

Our team holds the requisite knowledge, skills and experience to create a dynamic and innovative planning process inclusive of comprehensive community and stakeholder engagement. We are accomplished researchers and utilize a proprietary analytic toolkit for economic impact, trends, benchmarking, and best practices. We have completed more than 85 cultural plans, each one unique and reflective of the sense of place and culture of its community.

Established in 1998, CPG is an LLC partnership with a national consulting practice of arts and cultural planning, public art master planning, creative placemaking, cultural tourism, cultural districts, strategic planning, arts elements for city comprehensive plans, and arts research. Working with municipal, regional, and state governments, and with stakeholders among both the nonprofit and for-profit sectors, we create plans for a diverse range of communities.

Our recently completed city arts and culture plans include those developed for Greensboro, NC, Rockville, MD, and East Point, GA. Our cultural planning experience ranges from large metropolitan areas (Washington, DC, Houston, TX, San Jose, CA) to mid-sized cities (Kansas City, MO, Raleigh, NC, Sacramento, CA) to small communities (Lansing, MI, Los Alamos, NM, Joshua Tree, CA). A select list of our clients is included with background information on our firm.

Thank you for the opportunity to present our proposal. Our proposed approach is based on the information provided at this time and our understanding of the project. We realize that, should we be selected, the City will negotiate a specific scope of work with us. In the meantime, please feel free to contact me with questions or requests for additional information. We are excited about the possibility of working with you and your arts community on this important initiative, and to develop an innovative arts and culture strategic plan for the City and community of Winona.

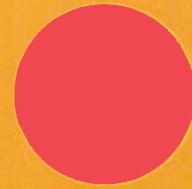
Cheers,

A handwritten signature in black ink that reads "David Plettner-Saunders". The signature is written in a cursive, flowing style.

David Plettner-Saunders, Managing Partner
david@culturalplanning.com
213-500-6692



Umbrella Sky Public Art Project
Photo Credit: Alejandro Garrido Navarro



We view successful arts planning as fully
understanding a
community's values and culture.

Project Understanding and Approach

Project Understanding

The time is right for an arts and culture strategic plan for Winona. The city has a well-established Fine Arts Commission and recently created its first arts administrator staff position. Arts and culture are designated as one of the city's three growth strategies, along with outdoor recreation and entrepreneurship. The city made significant progress in implementing arts recommendations from previous plans, and the 2016 Engage Winona process elicited the community's values, beliefs, and suggestions for arts and culture. Winona is described by some as a "community of doers." The city council and city manager are now commissioning this strategic plan to organize the city's efforts in the coming years, and to define an appropriate role and scope of activity for city government.

This planning effort has specific objectives:

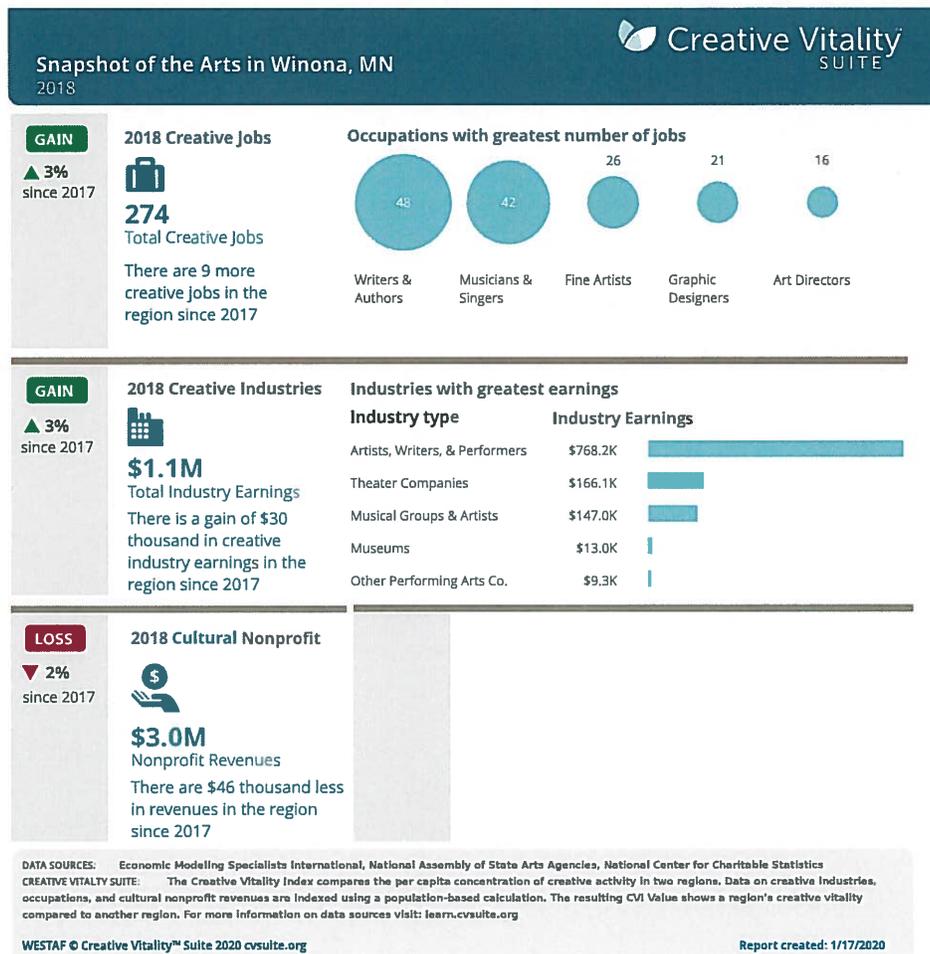
- Use robust and inclusive citywide public participation
- Develop a collective vision for the role of arts and culture in the city
- Identify goals to guide policy and programming for the benefit of residents, workers, businesses, visitors and the creative community
- Identify resources needed to achieve the vision and goals
- Develop a cultural asset inventory
- Reference relevant trends, developments and best practices in arts and culture
- Align with existing plans and initiatives
- Reference history and heritage as well as future possibilities

Winona has an unusually strong foundation on which to build a strategic plan and an expansive and progressive view of the roles arts and culture play in a community. Arts and culture are viewed as significant for economic development and downtown revitalization. Among its other programs, the Fine Arts Commission makes grants supporting art works about or inspired by Winona and has initiated a Poetry Walk project offering a visible, everyday presence of art, literally underfoot. A new Creative Laureate Program has appointed an artist-in-residence for the city. The city's creative community is growing and includes "creatives" from a range of disciplines and fields, who form a portion of the city's creative sector. The nonprofit arts community includes at least 30 diverse nonprofit organizations, and Winona enjoys a strong presence of festivals and arts events.

Winona is a Creative City

Understanding the creative profile and economy of a city is vital to any arts planning effort. Following is a snapshot of the creative economy¹ of Winona through The Creative Vitality™ Index (CVI), a data source provided by WESTAF.

In 2018, CVI reported a total of \$1.1 million in creative sector earnings in Winona and \$3 million in revenues for its arts and cultural nonprofits. Overall, Winona's creative sector earning and jobs have increased 3% since 2017. With a deeper data dive, we can determine where the strengths and the fluctuations are for jobs and creative sector earnings and sales, and identify growth potentials.



¹ John Howkins. *The Creative Economy*, www.creativeeconomy.com, "The creative economy is comprised of economic systems where value is based on imaginative qualities rather than the traditional resources of land, labor and capital."



Visit
Winona

Project Approach

The foundation of CPG's approach is meaningful community engagement. We believe every community has the right to chart its own cultural and artistic future, reflecting the character of the place. Engagement of the full community is critical, inclusive of people who are culturally and economically diverse, youth, differently abled, and other groups who are part of the Winona community. Direct community engagement will be augmented by both stakeholder engagement and the quantitative research described below.

We use a mixed method, triangulated approach to data collection and analysis. This recognizes that no single method of community and stakeholder input or data collection is, by itself, a fully reliable gauge of community opinion and vision. Each method of data collection—whether it be surveys, discussion groups, or interviews—has strengths and limitations. Triangulation of the findings seeks to identify common themes. The most important success indicator for the plan is community input. Each research plan must be customized to the culture and engagement habits of the community, and we work with the client to ensure we design the right approach.

We employ the community's vision and values as the foundation for development of goals and strategies. We listen carefully for suggestions during the engagement process to be incorporated in the plan. We find time and again great ideas are already present in the community and sometimes only require the opportunity provided by planning to be considered and adopted. Our comprehensive planning process elicits a communitywide vision for arts and culture and will identify and address all the scope requirements. These include:

- Development of an outreach strategy and public participation plan
- Comprehensive and creative community and stakeholder engagement
- Assessment of the local community and existing city programs
- Assessment of benchmarks, trends, best practices in the national arts and culture field
- Understanding of and alignment with all current and completed plans
- Documentation of data and analysis
- Draft report/strategic plan with specific components
- Final report/strategic plan with specific components
- Implementation and funding plans
- Presentations for the Fine Arts Commission and City Council



Interaction and Coordination

Our approach to working with city staff, Council, and other user groups is detailed in the following sections. We have an excellent track record of project communications and successful relationships with the public, arts stakeholders, funders, elected officials, senior staff, and other constituents. If you have any questions on our approach to project coordination, please do not hesitate to contact us to discuss them.

Project Initiation

Detailed Project Work Plan and Timeline: We will develop a specific work plan and schedule in consultation with City's project manager assigned to the project, and identify potential barriers to a successful plan. We will also clarify roles and responsibilities in the planning process.

Document Review: We will conduct a thorough review of relevant public and private plans, studies and documents and identify relevance to the strategic planning process.

Formation of a Plan Taskforce: Though not specified in the RFP, we recommend establishing a taskforce or planning committee to work with us throughout the process, in addition to the Fine Arts Commission. In our experience a carefully formulated planning taskforce can provide invaluable perspectives from diverse sectors and populations in the community, enrich the thinking of the plan, and be important advocates upon completion for implementation. We would provide materials – such as a 'job description' – and work with City staff in forming the group. We will present findings and recommendations throughout the planning process, soliciting feedback from this stakeholder group.

Tour of Winona: We ask for the project manager to provide us with a tour to become more familiar with the cityscape, history and context of the community. It could include downtown, key places and neighborhoods, arts venues, and other cultural sites.

Engagement Planning: In consultation with staff, we will frame the community engagement process, design all research instruments and protocols, and develop a final timeline for implementation. These include community discussion groups, interviews, community/neighborhood forums, survey, economic analysis, inventory of assets, existing conditions, and other elements of the engagement and research process.

Communications Planning and Support: One essential component of a successful planning process is the creation of a project communications plan. This ensures effective internal and external communications among the consultant team, the City, stakeholders, the media, and the community. We will hold regular, typically biweekly, project team meetings with the project manager and provide additional reporting to the Taskforce, Fine Arts Commission and others during the project. A communications plan, including a simple project website, will be developed at the onset of the project.

Deliverables: Project Work Plan and Schedule; Project Communications Plan; Document Review Summary; Taskforce Role and Meeting Plan; Overall Engagement Outline

Stakeholder and Community Engagement

Each of our plans is founded on **broad community and stakeholder input, a hallmark of our planning efforts**. In consultation with staff and other project leadership as designated, we will design and manage the engagement process and development of strategies for Winona's arts and culture strategic plan built upon community consensus and support for the key ideas. While we contribute our recommendations and identify successful national best practices, the community defines the overall framework.

Stakeholder and community engagement will be strategically targeted and designed to suit the specific needs of this process. As described above, during the project initiation period, we will work with staff to establish the specific approach for community engagement in Winona. Our approach includes multiple entry points for all sectors of the community, from the grassroots to the leadership level. Potential community engagement possibilities are many: traditional face-to-face interviews and personal meetings; discussion groups; online participatory tools; interactive workshops; pop-ups; peer-led discussion; surveys; community forums; town halls; co-hosted community sessions; and other methods deemed appropriate. We will insert creative activities to excite and engage the community. We will make accommodations for those who do not have computer access or who don't feel comfortable providing ideas or feedback online through paper surveys and in-person discussions. We can provide materials in multiple languages, as needed.

Plan Taskforce: If formed, we will meet with the Taskforce during each site visit to share information, seek guidance, vet ideas and prepare for successful adoption and implementation of the plan. The Taskforce will be specifically be engaged in a SWOT analysis, visioning, key issues discussion, assistance with engagement, strategic plan review, and other functions.

Fine Arts Commission: We will meet with the Fine Arts Commission to at least twice to gain their insight and suggestions for the plan, and to review, vet and approve the strategic plan.

Community Town Hall/Workshop: At the start of the project, we anticipate conducting a Community Town Hall/Workshop in tandem with a community survey to identify the community's vision and values for arts and culture: the current state and desired future state of arts and culture in Winona.

Interviews with Key City Officials and Staff: We will interview City Council members and staff of various City departments, such as City Manager, Finance Director, City Attorney, Parks and Recreation, Economic Development, Planning, Library, Port Authority, and other staff and leadership of the city relevant to the plan. Interviews provide an introduction to the planning process, elicit political context, identify possibilities and constraints, and open channels for future consideration of specific recommendations.

Additional Key Person Interview and Discussion Group Lists: Working with the project manager, we will develop a master list of individuals and stakeholder groups to be consulted during the planning process. This will include arts and culture organizations, artists and creatives, public officials, funders, media representatives, private developers, City elected and appointed officials, community and business leaders, potential funding partners, civic and neighborhood associations, and any other leadership valuable to the planning process.

Community Survey: We will conduct an online community survey for residents intended to identify vision, values, aspirations and opinions of the general public. The survey will be open to all residents; city staff will be responsible for identifying electronic lists and partners to help with distribution of the survey to the community. If desired, the community survey can be administered as a statistically valid survey, which is an extra cost option.

Deliverables: Integrated Research Report including Qualitative Research Summary (interviews, discussion groups, workshops), Survey Summary Report, and Secondary Research



Complementary Research

Inventory of arts and cultural assets: Asset mapping can provide an insightful and visual perspective on “what exists” in Winona’s arts and cultural ecosystem. In consultation with the project manager, we will define and develop an asset inventory which could include nonprofit arts and cultural organizations, venues, historical sites, creative businesses, and other relevant components. The inventory will be sourced from existing secondary data such as IRS, City lists, and other sources; and through primary sources such as interviews with arts organizations, businesses, artists and community leaders. The community survey and community discussion groups will provide data sources of those assets considered *off the radar* of formal lists and all methods will assist with identifying and describing interdependent patterns. We will work with the City’s GIS mapping (if available) to provide a categorized, visual asset map.

History and Timeline of the Arts in Winona: We will develop a summary history and timeline of milestones in the city’s arts and cultural life. This history will likely provide useful context and guidance for future directions in the plan.

Review of City Arts and Culture Programs and Governance: We will review and comment on the city’s existing arts and cultural programs, staffing, budget, and governance structure (Fine Arts Commission).

Creative Economy Analysis: We will provide an analysis of Winona’s creative economy, including its nonprofit arts and cultural community. We use WESTAF’s Creative Vitality Suite (CVI), a data-informed platform through which we can view and assess Winona’s top creative industries (earning and sales) and occupations. The data also provides a five-year history and comparisons with other similar cities, to further illuminate the trends, character and possibilities of the city’s creative sector.

National Comparison Study: In consultation with the project manager, we will identify a cohort of relevant cities and/or programs for a comparison study. The study can take the form of trends, benchmarking or best practices/model programs from the nation and the region. It can focus on issues of special relevance in Winona, such as arts funding, arts programming, public art, audience development, approaches to cultural equity, neighborhood arts, arts education, creative economy, and other topics. Once developed, we can share the highlights of this study with the Taskforce, Fine Arts Commission and others. We understand that it may be desirable to visit one or more cities in the region that are arts destinations.

Deliverables: Asset Inventory; Arts History and Timeline; City Arts Review; Creative Economy Analysis; National Comparison Study

Strategic Plan Development

Draft Report/Strategic Plan: We will prepare a complete draft arts and culture strategic plan. The draft will contain a consolidated research summary of findings and other components specified in the RFP. The recommendations will be organized according to vision, goals, strategies and actions to provide sufficient specificity. Our project budget includes a line item for graphic design of the draft plan and presentations.

Internal City Vetting: We ask key city leadership to review and vet the draft strategic plan before it is distributed to the Taskforce, Fine Arts Commission, stakeholders and general public.

Community Vetting: Following internal vetting, we ask the City to distribute the revised draft strategic plan to the Taskforce, Fine Arts Commission, stakeholders and general public. We will conduct presentations and facilitate vetting meetings with the Taskforce, Fine Arts Commission, public forum(s), and other decision-makers as needed. We will present to City Council, preferably in a work or study session, allowing in-depth discussion of the plan's findings, recommendations and strategies. We will also provide an online platform for public comment.

Revised Final Draft of Arts & Culture Strategic Plan: We will develop a revised final draft plan that reflects the desired changes and edits, with final graphic design, for review and adoption by the City. The plan will include a detailed matrix for funding and implementation, including specific starting points, assignments of responsibility, approximate costs, funding sources, and priorities/phasing of the recommended actions.

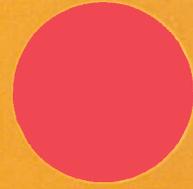
Final Presentation to City Council: We will provide presentations to City Council and approving bodies, as desired.

Transition to Implementation: Towards the end of the planning process, we will discuss and plan for plan advocacy and the transition to implementation.

Deliverables: Draft Arts & Culture Strategic Plan and design; Revised Final Draft Strategic Plan; presentations as needed



Photo credit: Allie Smith, Unsplash



We are arts planners.
We are engagement experts.
We love what we do.

Qualifications and Similar Experience

Project Team



About The Cultural Planning Group

CPG Planning Services Include

Arts, Cultural and
Creative Economy
Planning

Public Art
Master Planning

Strategic Planning

Cultural District Planning

Cultural Tourism

Feasibility Studies

Creative Placemaking

Support for Urban
Planning

The Cultural Planning Group (CPG) is a consulting firm serving the field of arts and culture. With the managing office in San Diego, our six partners are in California, Pennsylvania, Florida and Hawai'i. Every project we undertake has the active participation of at least two partners and expert strategic alliances as required. This hands-on participation by the partners ensures project management and quality control that lends success to virtually every project we undertake. As a firm, we are selective about the projects we undertake and always endeavor to schedule our projects so that each project receives the time and attention it deserves.

Our work is grounded in our belief that every community and person has the right to choose their own creative life. We assist communities, governments, organizations and artists to direct their creative future. CPG partners have prepared more than 85 arts-related master plans for communities throughout the nation. We have developed plans for diverse communities, ranging from rural towns, such as Los Alamos and Santa Cruz, to major metropolitan regions, such as Atlanta, Houston, and Washington, DC. Our practice is grounded in the real-world experience of deep community engagement – a hallmark of our work – and a thorough knowledge of the local arts agency. Each community poses its own vision, politics, aspirations, history and potential.

*We believe every community and person
has the right to choose their own creative
life.*



cpg The Cultural Planning Group

Our Philosophy

We believe that arts and culture are among a community's most powerful assets. They distinguish each community and allow residents to better understand and celebrate the uniqueness of their lives. A vibrant arts and cultural environment strengthens many elements of civic life and is also a competitive tool for cities.

As practitioners of the craft, CPG fundamentally views arts planning as holding up a mirror to the community and fully understanding a community's vision and values. To accomplish this, we emphasize diverse community input, rigorous data collection, thoughtful team analysis of project issues, and substantial interaction with project leaders throughout the process. We believe in and practice the nation's most advanced and inclusive arts planning process, with special attention to community engagement customized to each city and to each project.



What Distinguishes Our Work

We are arts planners. Our team has extensive work experience in cultural planning, public art planning and administration, strategic planning, cultural tourism, civic engagement, urban planning, arts administration, arts philanthropy, and creative placemaking projects.

We believe in and practice the nation's most advanced and inclusive planning process, based on engagement and complementary research customized to each community and to each project. CPG's comprehensive planning process elicits a communitywide vision for planning and identifies resources, needs, opportunities and priorities.

We build relationships with clients, constituents, communities, and partners. We have a track record of innovation and progressive cultural planning. This means that we can assist Winona to invent appropriate, innovative approaches to developing an arts and culture strategic plan rooted in the context of your community. Our team has worked extensively for and with city and county government. We understand the realities of getting things done in the municipal context.

We love what we do. We enjoy the process of dialogue with our clients and the community, and help create the conditions for success, creativity and fun along the way. We continue to support the client relationship long after the plan is approved.

Experience in Comparable Projects

We have substantial successful experience in projects like Winona. Our past plans have included relevant elements, such as smaller cities, “right sizing” a city’s arts leadership and investments, public and private arts funding strategies, diverse stakeholder and community engagement, comparison studies of trends and best practices, downtown revitalization including the arts, alignment with existing city plans and strategies, and many other topics that may be relevant in Winona.

We highlight six projects on the following pages:

1. Lansing, Michigan, *Creative 517*: cultural and economic development plan (2018)
2. Fayetteville, North Carolina: downtown arts and entertainment district and public art master plan (2017)
3. Greensboro, North Carolina, *Creative Greensboro*: cultural arts master plan (2018)
4. East Point, Georgia: public art master plan (2019)
5. Sacramento, California, *Creative Edge*: arts, culture and creative economy plan (2018)
6. Salt Lake City THE BLOCKS: downtown cultural district plan (2016)



ARTS COUNCIL OF FAYETTEVILLE AND CUMBERLAND COUNTIES

The City sought to enhance its historic downtown through development of a cultural district and integrated public art master plan. The accompanying Arts and Entertainment District includes a newly formed nonprofit and recruitment of its first CEO. The A&E District is the expression of broadly-based civic leadership in the arts, design, business, economic development, tourism, recreation and community development fields. This placemaking initiative leverages the cultural assets in and near the district, while addressing challenges in image, connectivity and vitality.

The public art plan goes beyond the traditional “one percent for art” to set aside 2% for art for City capital improvement projects and a new 1% for art requirement for private commercial and industrial development. Developers have the option of making an in-lieu contribution to the City’s Public Art Fund.

SCOPE OF WORK

Master Plan for an Arts and Entertainment District
Master Public Art Plan

YEAR COMPLETE

2017

CLIENT REFERENCE

Deborah Martin Mintz
Executive Director
Arts Council of
Fayetteville/Cumberland
County
910.323.1776
deborahm@theartscouncil.com



EAST POINT PUBLIC ART MASTER PLAN

East Point is a small community of 36,000 residents in Fulton County, GA. The City embarked on its first public art master planning process, building on a nascent art collection and a public desire to formalize the art program. Critical to the process was engagement of the community and City stakeholders, and a series of public art education workshops and presentations to the community that “opened up” the dialogue about the full range of possibilities for public art in life of the community and engendered public support for the plan. The CPG team worked closely with City staff to evaluate and identify all opportunities to incorporate public art into City departments. This plan created a 2%-for-art program that applies to both City capital projects and new private development projects. The City Council unanimously adopted the plan and passed an implementing ordinance in June 2019. The plan included a turnkey program, with ordinances, policies, guidelines and procedures necessary for East Point to begin implementing the plan. The City is now working on its first public art projects, including performing art pop-ups.

SCOPE OF WORK

Public Art Master Plan

YEAR COMPLETE

2019

CLIENT REFERENCE

Geneasa L. Elias, AICP or
Christopher Swain
1526 East Forrest Avenue
- Suite 400
East Point, Georgia 30344
(404) 270-7026
gelias@eastpointcity.org
cswain@eastpointcity.org

References

Lansing, Michigan, *Creative 517: cultural and economic development plan* (2018)

Debbie Mikula, Executive Director
Arts Council of Greater Lansing
517-372-4636 ext. 2
debbie@lansingarts.org

Fayetteville, North Carolina: downtown arts and entertainment district and public art master plan (2017)

Deborah Martin Mintz Executive Director
Arts Council of Fayetteville/Cumberland County
910-323-1776
deborahm@theartscouncil.com

Greensboro, North Carolina, *Creative Greensboro: cultural arts master plan* (2018)

Nancy Hoffman, City Councilmember, District 4
City of Greensboro
Mayor's Office: 336-373-2396

East Point, Georgia: public art master plan (2019)

Geneasa L. Elias, AICP or Christopher Swain
404-270-7026
gelias@eastpointcity.org
cswain@eastpointcity.org

Project Team and Staff Availability

Our team includes two CPG partners. David Plettner-Saunders will serve as the Project Manager with Linda Flynn, Ph.D., as co-lead. We will be assisted by an expert research associate who will be working offsite on the cultural asset inventory, identifying new trends, and documenting best practices relative to Winona. The firm has six partners and several associates and this project will constitute one of approximately ten concurrent projects. This is a typical workload for the firm and readily fits within our ongoing capacity to fulfill project requirements.

Proposed Winona Team

Team Members	Project Role	Notes
David Plettner-Saunders Managing Partner Project Lead	David will act as the Project Manager and day-to-day contact.	David brings extensive experience leading arts and culture planning projects, and defining specific roles and strategies for cities.
Linda Flynn, Ph.D. Partner and Research Director Co-lead.	Linda will be the project co-lead, and direct the engagement and research.	Linda brings extensive experience leading arts and culture planning, research and community process.
Mariama Holman Research Associate	Mariama is CPG's research associate and will conduct secondary research.	Mariama has extensive experience in many areas of planning and will be main resource for secondary research on the project.

Photo credit: Adam Bouse. UnSplash.



David Plettner-Saunders, Managing Partner

David Plettner-Saunders is Co-Founder of The Cultural Planning Group. A consultant for 25 years, David has prepared arts and cultural plans for more than 40 communities. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as supporting tourism, economic revitalization, and the creative industries. In addition, his plans often address funding the arts, defining public/private partnerships, and identifying appropriate roles for local government. David is a leader in the field of creative economy planning, incorporating this work into his cultural planning practice since 2005 with the adoption of the City of San Antonio's The Cultural Collaborative, which was the first citywide arts plan in the US to embrace the creative economy. In 2018 the City of Sacramento adopted Creative Edge, a bold new plan for the city's arts, culture and creative economy developed by CPG. In 2017, San Bernardino County (CA) commissioned CPG to develop the Morongo Basin Strategic Plan for Culture and the Arts, designed to leverage the Joshua Tree region's extraordinary rural arts community for greater economic, tourism, and community impact. In 2014, Sonoma County established a new creative economy agency based on CPG's plan for Creative Sonoma, housed at the county's Economic Development Board. David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a great variety of communities.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the Recession. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.



EXPERIENCE

25 Years

EDUCATION

J.D., University of North Carolina School of Law, Chapel Hill

B.A., Music, Wesleyan University, Middletown, Connecticut

Special Student in Dance, University of North Carolina School of the Arts, Winston-Salem

MEMBERSHIPS

Americans for the Arts

Arts Action Fund, Americans for the Arts

American Planning Association

Californians for the Arts

San Diego Regional Arts & Culture Coalition

Linda T. Flynn, Ph.D., Partner

Linda Flynn is a partner and director of research for The Cultural Planning Group. She is a planner who has contributed nationally to best practices in research, civic learning and engagement for the arts and cultural sector. Linda designs innovative, customized research processes for cultural master plans, public art plans, and strategic planning efforts, as well as targeted economic development and organizational assessments and urban planning initiatives. She has demonstrated experience in leading large-scale planning projects, facilitating civic engagement programs, and translating data to focused, action-oriented planning initiatives. Recent projects in public art master planning and cultural plans include Greensboro, NC; Sunnyvale, CA; Collier County, FL; Naples, FL; East Point, GA; Fulton County, GA; and various communities in California. Her process for community-based planning is based on a foundation of quantitative community data, community public and private partnerships, inclusivity, and collaboration. Linda works with creative workers and artists to infuse the research process with creativity and user experience insights.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations including conducting behavioral research with transportation firms, urban planners, other government agencies, nonprofit organizations, and private sector corporations.

Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations and volunteers her time at several local nonprofit organizations focused on the improvement of youth educational experiences.



EXPERIENCE

20 years

EDUCATION

PhD., Social
Sciences/ Conflict
Resolution

Nova Southeastern
University

MEMBERSHIPS

International
Association for
Public Participation

Americans for the
Arts

American Planning
Association

Florida Public Art
Association

Broward County
Public Art
Committee

Mariama Holman, Research Assistant

Mariama is an experienced professional with seven years of proven impact in the for-profit and nonprofit sectors. Prior to her current employment, Mariama focused her career in marketing, working with advertising agencies as well as Fortune 500 companies to research, strategize, execute and evaluate communications campaigns. During this time, she developed an interest in applying her skill set to advancing the arts and social causes and began consulting with nonprofit organizations such as The Dallas Opera and Americans for the Arts. She also executed audience research projects with WolfBrown and the Theater Development Fund. Within these roles, she completed detailed analyses of consumer perception, competitive benchmarking and communications operational assessments.

In the government sector, Mariama competed in the City of Milan and University of Bocconi B4DPA Bocconi for Digital Public Innovation competition, winning recognition for her team's innovation and presenting at the United Nations Women's Conference in Italy in May of 2018. Stateside, she worked with the City of Dallas Office of Cultural Affairs where she pursued national funding opportunities for combating heat island effect.

Mariama is known for her attention to detail, analytical strengths, marketing and communications expertise, and data-driven approach. Mariama is inquisitive, leaning into each client engagement and quickly putting her qualitative and quantitative skills to work. She brings expertise in external and internal analyses, insights reporting, benchmarking, fundraising and development planning, and a passion for service to every partnership.

Mariama resides in New Orleans but enjoys the opportunity to explore new cities through her career as a nonprofit development consultant. She speaks Spanish, conversational Italian, and is looking forward to brushing up on French in the near future.



EXPERIENCE

7 years

EDUCATION

Master of Business
Administration,
Southern
Methodist
University

Master of Arts
Administration,
Southern
Methodist
University

MEMBERSHIPS

Americans for the
Arts

Project Budget and Work Plan

Time Required for Work

The following project budget and work plan details the professional services, billable time, fees, and costs we are proposing for this project. It is based on our current understanding of the project and, if we are selected, we would expect to refine the tasks and costs to best fit the needs of the project.

Our work plan calls for a series of four site visits to Winona, interspersed with interim activities – research, analysis/synthesis, reflection, communications, writing, preparation. The pace allows the project to gain momentum and public attention, allowing sufficient time and opportunity for engagement. Using an iterative process allows for engagement to be well-planned and adjusted, findings and conclusions to emerge and be tested, and the plan to be fully vetted and refined.

Experience allows us to expect that this planning process can readily be completed in twelve months. We have indicated the approximate months for each portion of the work plan:

1. Project Initiation, Stakeholder and Community Engagement and Complementary Research: 5 – 6 months, including two site visits.
2. Development and Review of the Strategic Plan: 3 – 4 months, including one site visit.
3. Final Review and Adoption of the Strategic Plan, Transition to Implementation: 2 months, including one site visit.

Cost/Schedule Control

We use the project negotiation and initiation process to establish an agreed-on work plan and schedule. We are then committed to not-to-exceed costs for each portion of the project in the contract. We will provide all city-required documentation of deliverables and expenses through the invoicing process.

Winona Arts & Culture Strategic Plan Planning Budget and Work Plan

TASKS	Billable Days / Consultant		
	Plettner-Saunders	Flynn	Holman
Phase 1: Project Initiation, Stakeholder and Community Engagement and Complementary Research (5 – 6 months)			
Project Initiation	2	2	0.5
Develop detailed project work plan and timeline (with client)			
Identify key person/key stakeholder interview list (with client)			
Identify and review relevant documents: plans, studies and reports			
Plan and create inclusive project Taskforce			
Conduct online survey of Taskforce members			
Prepare project communications plan			
Prepare all research protocols			
Discuss and plan project website			
Discuss and design community meetings			
Prepare for site visit #1			
Hold regular client and team communications			
Site Visit 1 (two days on site) - Stakeholder Engagement	2	2	
Hold initial meeting with staff and other project leadership			
Take community familiarization tour: key places, venues, neighborhoods			
Conduct initial stakeholder interviews, e.g., City senior staff, electeds, arts leaders			
Hold first Taskforce work session: orientation and key issues discussion			
Meet with Fine Arts Commission or individual members			
Conduct initial stakeholder interviews, e.g., City senior staff, electeds, arts leaders			
Conduct priority discussion groups, often 'close in' arts stakeholders			
Discuss and plan for future community engagement			
Interim Activities	2	3	1.5
Review and synthesize meeting notes			
Develop inventory and map of arts and cultural assets			
Develop community survey questionnaire and distribution plan			
Develop analysis of creative/arts economy			
Develop Winona arts history and timeline			
Review city arts programs, staffing, etc.			
Prepare for continued community and stakeholder engagement			
Design and prepare Community Town Hall			
Prepare for site visit #2			
Hold regular client and team communications			

Site Visit 2 (three days on site) - Community and Stakeholder Engagement	4	4
<p>Hold initial meeting with staff and other project leadership</p> <p>Hold second Taskforce work session: interim findings and visioning</p> <p>Conduct open Community Town Hall</p> <p>Conduct additional hosted community meetings in local venues ("going to them")</p> <p>Conduct targeted stakeholder interviews and discussion groups</p> <p>Promote and launch community survey</p> <p>Discuss and plan for project next steps</p>		
Phase 2: Development and Review of the Strategic Plan (3 – 4 months)		
Interim Activities	5	6 2
<p>Review and synthesize meeting notes</p> <p>Identify key issues and national benchmark cities/programs/trends</p> <p>Conduct benchmarking/best practices research/interviews</p> <p>Analyze community survey results</p> <p>Synthesize community and stakeholder engagement findings</p> <p>Prepare consolidated research summary</p> <p>Start graphic design process for plan document, identify key messages and images</p> <p>Finalize and synthesize all benchmarking/best practices research and other research</p> <p>Develop comprehensive draft strategic plan, including elements identified in RFP</p> <p>Develop draft implementation plan</p> <p>Develop graphic design for draft plan, presentations and public meetings</p> <p>Distribute draft plan to staff and project leadership for initial vetting</p> <p>Distribute draft plan to Taskforce and public for review</p> <p>Post draft strategic plan online for public comment</p> <p>Prepare for site visit #3</p> <p>Hold regular client and team communications</p>		
Site Visit 3 (two days on site) - Review of Draft Strategic Plan	2	
<p>Hold initial meeting with staff and other project leadership</p> <p>Hold fourth Taskforce work session to review and vet the draft plan</p> <p>Conduct open Community Town Hall to review and vet the draft plan</p> <p>Conduct Fine Arts Commission to review and vet the draft plan</p> <p>Conduct additional vetting meetings, as needed</p> <p>Conduct City Council workshop on draft plan</p> <p>Review meeting results, identify needed changes, plan project next steps</p>		

Phase 3: Final Review and Adoption of Strategic Plan, Transition to Implementation (2 months)			
Interim Activities	2	2	
Prepare revised final draft strategic plan based on feedback			
Finalize implementation plan			
Finalize graphic design of plan and presentations			
Prepare for site visit #5			
Hold regular client and team communications			
Site Visit 5 (two days on site) - Presentations of Strategic Plan	2		
Hold initial meeting with staff and other project leadership			
Present strategic plan to City Council			
Present strategic plan to other bodies and agencies, as desired			
Hold final Taskforce work session to discuss transition to implementation			
Follow-up Consultation			
Six months of telephone consultations to assist with transition to implementation			
Consultant days:	21	19	4
Daily rate:	\$1,200	\$1,200	\$800
Consultant fees:	\$25,200	\$22,800	\$3,200
Total Consulting Fees:	\$51,200		
Expenses			
Airfare			
Flynn 2 RTs (FLL - LSE) @ \$550	\$1,100		
Plettner-Saunders 4 RTs (SAN - LSE) @ \$550	\$2,200		
Hotels - 22 days X \$100	\$2,200		
Per diem - 22 days X \$70	\$1,540		
Car Rental - 14 days @ \$75	\$1,050		
Airport Parking/Transportation	\$210		
Graphic design	\$4,000		
CVI Data Fee	\$1,500		
Total Expenses:	\$13,800		
Total Budget:	\$65,000		

Travel Planning Detail

Site Visit Nights/Per Diems	PLETTNER- SAUNDERS	FLYNN
Site Visit #1 - 3 days - Project Start-Up; Internal stakeholder Interviews	3	3
Site Visit #2 - 4 days - Stakeholder Interviews; Discussion Groups; Civic Engagement	5	5
Site Visit #4 - 2 days - Draft Plan Review	3	-
Site Visit #5 - 2 days - Final Plan Presentations	3	-
Totals	14	8
Total Nights/Per Diems	22	



We look forward to the
opportunity of working
with the City of Winona!



**THANK
YOU!**

The Cultural Planning Group



cpg

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: 5

Police

03/02/20

Item: Portable Radios for Winona Police Department

No. 5.5

SUMMARY OF REQUESTED ACTION:

The current model of portable radios that the Winona Police Department uses went into service over 10 years ago. This model has been discontinued by Motorola and will no longer be serviced by the company. It is imperative that these radios be replaced because once they stop working, even for minor issues, they will not be able to be repaired and made useable. The initial plan to replace the Department's 40 radios was to start in the 2021 budget and spread out the cost over several years. The current portable radios our officer's use have begun experiencing maintenance issues recently, making the replacement of them a higher priority.

I have reached out and discussed this issue with our Motorola radio representative who works for a company called Ancom. He informed me that there is a \$350 per radio discount offered by Motorola, which expires on March 13, 2020. This would be a significant savings to the Department.

The amount to replace the 40 portable radios is \$197,085.00 (MN state bid price).

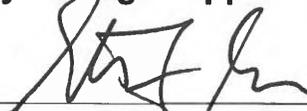
The department is requesting \$197,085 from the City of Winona Equipment Replacement Fund to replace the current radios.

If Council concurs, a motion to approve the request would be in order.

Department Approval:



City Manager Approval:





WINONA POLICE DEPT, CITY OF

Winona PD Budget Radios 2-12-2020

02/12/2020

02/12/2020

WINONA POLICE DEPT, CITY OF
201 W THIRD ST
WINONA, MN 55987

RE: Motorola Quote for Winona PD Budget Radios 2-12-2020
Dear Paul Bostrack,

Motorola Solutions, Inc. is pleased to present WINONA POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WINONA POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Sid Sanocki at sid.sanocki@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Sid Sanocki
Sales

Motorola Solutions Manufacturer's Representative

Billing Address:
 WINONA POLICE DEPT, CITY OF
 201 W THIRD ST
 WINONA, MN 55987
 US

Shipping Address:
 WINONA POLICE DEPT, CITY OF
 201 W THIRD ST
 WINONA, MN 55987
 US

Quote Date:02/12/2020
 Expiration Date:05/12/2020
 Quote Created By:
 Sid Sanocki
 Sales
 sid.sanocki@ancom.org
 6517148359

Customer:
 WINONA POLICE DEPT, CITY OF
 Paul Bostrack
 pbostrack@co.winona.mn.us
 +1.507.457.6302

Contract: 20927 - MN DOT 119587
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000					
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	40	\$3,026.00	38.75%	\$1,853.50	\$74,140.00
1a	H869BZ	ENH: MULTIKEY	40	\$330.00	25.0%	\$247.50	\$9,900.00
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	40	\$100.00	25.0%	\$75.00	\$3,000.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	40	\$300.00	25.0%	\$225.00	\$9,000.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	40	\$110.00	0.0%	\$110.00	\$4,400.00
1e	Q15AK	ADD: AES/DES-XL/DES- OFB ENCRYPTION	40	\$799.00	43.77%	\$449.25	\$17,970.00
1f	QA00631AB	ADD: DVRS PSU ACTIVATION	40	\$100.00	25.0%	\$75.00	\$3,000.00
1g	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	40	\$24.00	25.0%	\$18.00	\$720.00
1h	QA09008AA	ADD: GROUP SERVICES	40	\$150.00	25.0%	\$112.50	\$4,500.00
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	40	\$0.00	0.0%	\$0.00	\$0.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1j	QA09001AB	ADD: WIFI CAPABILITY	40	\$300.00	25.0%	\$225.00	\$9,000.00
1k	H38BT	ADD: SMARTZONE OPERATION	40	\$1,200.00	25.0%	\$900.00	\$36,000.00
1l	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	40	\$515.00	25.0%	\$386.25	\$15,450.00
2	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	40	\$133.00	31.77%	\$90.75	\$3,630.00
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	40	\$165.00	31.82%	\$112.50	\$4,500.00
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NALA-PLUG, ACC USB CHGR	2	\$1,375.00	31.82%	\$937.50	\$1,875.00

Grand Total
\$197,085.00(USD)


REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

City Manager

03/02/20

Item: **Pool 6 Dredged Material Management Plan**

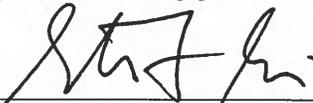
No. **5.6**

SUMMARY OF REQUESTED ACTION:

Following the pre-council workshop presentation and Q&A with Army Corps of Engineer (ACOE) personnel, the City Council may choose to comment on and/or direct staff to take action on, next steps regarding the Public Comment on Pool 6 Dredged Material Management Plan. Possible outcomes could include:

- Authorizing the Mayor to send a letter to the ACOE District Commander notifying them of the City Council's support/rejection of the Pool 6 Dredged Material Management Plan
- Prepare a resolution of support/rejection to the Pool 6 Plan and present it at the next City Council meeting on March 16th
- Other

Department Approval:



City Manager Approval:

REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: **7**

City Clerk

03/02/20

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

<i>Agenda Section:</i> Consent Agenda	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 8	City Clerk	03/02/20

Item: **Consent Agenda**

No. **8.**

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – February 18, 2020

Minutes of the February 18, 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: Ordinance to Rezone the Parcel of Land at 262 High Forest Street

An ordinance to rezone the parcel of land at 262 High Forest Street from R-2 (One to Four Family Residence) to MU-N (Mixed Use Neighborhood) was introduced at the February 18, 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.

City Clerk: Item No. 8.3: Ordinance to Rezone the Parcel of Land at 276 East Garvin Heights Road

An ordinance to rezone the parcel of land at 276 East Garvin Heights Road from Agricultural/Natural Resources (AG/NR) to Rural Residential (R-R) was introduced at the February 18, 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.

City Clerk: Item No. 8.4: Ordinance to amend section 55.07 of the Winona City Code

An ordinance to amend section 55.07 of the Winona City Code, Chapter 55 – Liquor, to allow consumption of intoxicating liquor after 8:00 am on Sundays at facilities that meet the requirements was introduced at the February 18, 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.

City Clerk: Item No. 8.5: Claim against the City by Dan Douglas

Dan Douglas has filed a claim against the city for damage to his mailbox due to a city plow. The claim has been forwarded to the League of Minnesota Cities- Insurance Trust, and is on file in the City Clerk's Office.

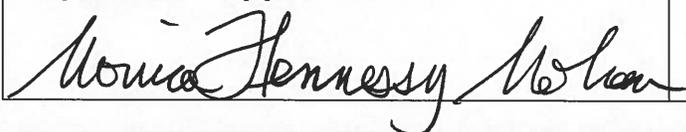
City Clerk: Item No. 8.6: Claim against the City by Shirleen Rinard

Shirleen Rinard has filed a claim against the city for damage due to water main break. The claim has been forwarded to the League of Minnesota Cities- Insurance Trust, and is on file in the City Clerk's Office.

City Clerk: Item No. 8.7: Claim against the City by Rodney Seltz

Rodney Seltz has filed a claim against the city for damage to his vehicle. 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:

