



207 Lafayette Street  
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Mile 725 Upper Mississippi

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## AGENDA

**DATE:** March 12, 2020

**TIME:** 4:00 P.M.

**PLACE:** Council Chambers, City Hall

1. **CALL TO ORDER - APPROVAL OF MINUTES**

Approval of the minutes from the February 13, 2020 Meeting.

2. **REMARKS BY PRESIDENT**

3. **PUBLIC HEARINGS**

**A. Public Hearing for Tax Forfeited Properties-Proposed Sale of Land**

Pursuant to a public hearing notice published on **February 28, 2020**, the Port Authority will consider the sale of land to Habitat for Humanity to construction single-family affordable homes.

4. **NEW BUSINESS**

**A. Purchase Agreement – Habitat for Humanity 863 E. Broadway (6<sup>th</sup>) Street**

The Port Authority Commissioners held a public hearing on March 12, 2020 to consider the acquisition and subsequent sale of the tax-forfeited property located at 863 E. Broadway Street to Habitat for Humanity Winona – Fillmore Counties. If Commissioners concur, a motion to approve the Resolution for the sale would be appropriate.

**B. Purchase Agreement – Habitat for Humanity 169 North Baker Street**

The Port Authority Commissioners held a public hearing on March 12, 2020 to consider the acquisition and subsequent sale of the tax-forfeited property located at 169 North Baker Street to Habitat for Humanity Winona – Fillmore Counties. If Commissioners concur, a motion to approve the Resolution for the sale would be appropriate.

**C. Garage Co-Work Request**

In November of 2018, the Port provided a loan to The Garage for the renovation of the Co-Work space at 123 Lafayette. The principal and interest payments were deferred to April of 2020. The Garage has requested an additional 12 months of loan deferment. The request will be reviewed by the Port Loan Review Committee.

If Commissioners concur with the request for extension, a motion directing staff to draft amended loan agreements for review and approval at the Port's April 9<sup>th</sup> meeting would be appropriate.

**D. Request from Winona Rotary Club: Ride the Ridges**

The Winona Rotary Club has requested the use of Port-owned land (September 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup>, 2020) in the JT Schain Industrial Park, 1480 Bundy Blvd., for the annual Ride the Ridges Bike Tour.

If Commissioners concur, a motion to authorize the use of the property given Rotary provides a copy of their certificate of insurance and gains all other necessary permits.

**E. Consent to File Plat**

Port Commissioners are requested to review the Consent to Plat for a parcel at 166 west Broadway. If Commissioners concur, a motion to authorize the President and Executive Secretary to execute the consent would be appropriate.

**F. Resolution of Support- BCS Automotive**

BCS Automotive, formerly TRW, will be consolidating operations and incorporating operations from Auburn, NY to their facility in Winona. Port Authority staff have been meeting with company officials and coordinating assistance with local and state resources to assist in retaining the company and employees in Winona. A resolution of support for assistance will be presented to Commissioners for their review.

**5. FINANCIAL REPORTS**

**6. ADJOURNMENT**

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM:** 1. Approval of Minutes

**DATE:** March 12, 2020

Following are the minutes from the February 13, 2020 meeting for Commission's review and approval.

# PORT AUTHORITY OF WINONA MINUTES

**DATE:** February 13, 2020

**PRESENT:** Commissioners: Cichanowski, Johnson, Thurley, Borzyskowski, Gorman, Lucas, Hansen and Executive Secretary Sarvi

**ABSENT:** None

**STAFF PRESENT:** Director of Community Development Lucy McMartin, Finance Director Mary Burrichter, City Engineer Brian DeFrang, and Development Coordinator Myron White

## 1. CALL TO ORDER – APPROVAL OF MINUTES

The meeting was called to order at 4:00 PM by President Cichanowski.

A motion was made by Commissioner Hansen and seconded by Commissioner Lucas to add agenda item 3.C. MnDOT Grant Amendment, to the agenda. All those present voting aye.

A motion was made by Commissioner Borzyskowski and seconded by Commissioner Thurley to approve the January 9, 2020 minutes. The motion carried with all Commissioners present voting aye.

## 2. REMARKS BY PRESIDENT

President Cichanowski remarked that he was encouraged by the support for the pedestrian/bike trail development.

## 3. OLD BUSINESS

### A. CHS Contract Amendment

Staff reported that in order to receive Port Development Assistance funding for the west dock, the Port Authority must execute a Third Amendment to the lease agreement between the Port and CHS as proposed by the State Office of Management and Budget (MMB). The proposed amendment clarifying that the lease does indeed help to carry out the governmental program referenced in State Statute of providing and promoting adequate dock, rail, and terminal facilities.

A motion was made by Commissioner Hansen seconded by Commissioner Borzyskowski to authorize execution of the Third Amendment to the Lease Agreement between the Port and CHS. All those present voting aye.

### B. Contract for Services – Winona Main Street

Ben Strand of Main Street provide an overview of Main Street projects, grant activity and events. Director of Community Development McMartin indicated the proposed contract was for \$30,000, as budgeted by the Port Authority.

A motion was made by Commissioner Lucas and seconded by Commissioner Hansen to approve the proposed service contract with the Winona Chamber/ Main Street. The motion passed with all those present voting aye.

**C. MnDOT Grant Amendment #1**

Port staff provided an overview of a proposed amendment to MnDOT Grant Agreement #1030957 which provided funding for stormwater improvements to the Port dock located at 890 Riverview Drive. The proposed amendment included changes to the project budget to reflect the increase in project cost from \$649,550 to \$747,900.

A motion was made by Commissioner Johnson and seconded by Commissioner Thurley to approve the Port Authority resolution authorizing the execution of the Grant Amendment. All those present voted aye.

**RESOLUTION # 754**

**AUTHORIZING THE PORT AUTHORITY PRESIDENT TO EXECUTE  
AMENDMENT #1 TO MnDOT GRANT AGREEMENT #1030957**

**WHEREAS**, Resolution 738 authorized the Port Authority of Winona to enter into MnDOT Grant Agreement #1030957 (890 Riverview Drive Stormwater Bond Project) which reflected a \$454,512 MnDOT Grant with a \$195,038 Port match; and

**WHEREAS**, Resolution 750 authorized the Port Authority of Winona to enter into contracts with Weaver Consultants and Zenke, Inc. to complete the engineering and improvements; and

**WHEREAS**, the final engineering and construction costs differed from the amount represented in MnDOT Grant Agreement #1030957.

**NOW, THEREFORE, BE IT RESOLVED** that the Port Authority of Winona hereby authorizes the Port Authority of Winona President to execute Amendment #1 to MnDOT Agreement #1030597 which reflects a \$500,000 MnDOT Grant with a \$247,900 match, the actual engineering and construction costs.

**4. NEW BUSINESS**

**A. General Fund/Commercial Harbor Fund**

Director of Community Development McMartin reported that Minnesota Port Development Assistance funds are received on a reimbursement basis. To cover monthly cash shortfalls in fund 945, staff requested Commissioners consider a loan from Fund 911 to Fund 945 to cover those shortfalls.

A motion was made by Commissioner Borzyskowski, and seconded by Commissioner Thurley to loan funds from Fund 911 to Fund 945, to cover monthly cash shortfalls until reimbursement occurs. All Commissioners present voted aye.

***B. Main Square Development Clean-up***

Director of Community Development McMartin reported that a portion of the proceeds of the sale of land to Main Square Development LLC were put into an escrow account to cover any environmental clean-up costs not covered by DEED Clean-Up Grant proceeds. Given that the MN Pollution Control Agency had provided a "letter of no further action" for the project, Commissioners were asked to approve a resolution to execute the necessary documents to release the funds held in escrow to the Port Authority.

A motion was made by Commissioner Lucas and seconded by Commissioner Hansen to approve the resolution releasing the funds. All Commissioners present voted aye.

**RESOLUTION # 753**

**WHEREAS**, The Port Authority of Winona (seller) entered into an Escrow Agreement on July 27, 2018; with Main Square Development LLC, (buyer) a Minnesota limited liability company; and

**WHEREAS**, the Seller and the Buyer entered into a Purchase Agreement on May 17, 2018 pertaining to the sale and purchase of certain Real Property in Winona, Minnesota; and

**WHEREAS**, Section 5 of the Purchase Agreement required an escrow amount of \$800,000.00 of the purchase price be deposited with the Escrow Agent to be held in escrow by the Escrow Agent; and

**WHEREAS**, the Escrowed Funds were to pay for completing the Response Action Plan if grant funds were not received or if the amount of the grant was less than the remediation costs; and

**WHEREAS**, terms and conditions of the Escrow Agreement dated July 27, 2018 are met including; submittal of itemized invoices, and grant dollars are fully utilized; and

**WHEREAS**, the Port Authority of Winona approved Resolution # 748 on January 17, 2019 to release up to \$210,000 in escrow funds and an Authorization to Release was executed by Main Square Development LLC and the Port Authority of Winona and funds were released in the amount of \$210,000 on March 29, 2019; and

**WHEREAS**, the MPCA issued a letter of "No Further Action" dated January 3, 2020 which states no further investigation or remediation will be

requested under Minn. Stat. 115B.01-115B.18 with respect to the identified release.

**NOW THEREFORE BE IT**, resolved that the Port Authority of Winona authorizes the necessary signatures and release of the remaining balance in the Escrow Account.

**C. Engineering Service – Mississippi Riverfront Path**

Director of Community Development McMartin presented a proposal from Barr Engineering to complete engineering on Phase II of the Riverfront Trail. Over the years, the trail has been a component of most of the development plans adopted by the City. The \$23,500 for Barr's Engineering Services was budgeted in the Port's 2020 budget.

A motion was made by Commissioner Borzyskowski and seconded by Commissioner Thurley to approve the contract for services with Barr Engineering. All Commissioners present voted aye.

**5. FINANCIAL REPORT**

Finance Director Burrichter indicated the finances were preliminary end of year and subject to final adjustments.

**6. ADJOURNMENT**

A motion was made and seconded to adjourn the meeting. The meeting was adjourned at 4:35 PM.

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Myron White  
Development Coordinator

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Mike Cichanowski  
President

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 3. A. Public Hearing for Tax Forfeited Properties – Proposed Sale of Land**

**DATE: March 12, 2020**

**ATTACHMENT: Map of Parcels A and B**

Pursuant to a Public Hearing Notice published February 28, 2020, the Port Authority anticipates acquiring tax forfeited lands and will consider the sale of the acquired tax forfeited lands to Habitat for Humanity Winona – Fillmore Counties.

The Port Authority staff has been working with Winona County staff and Habitat for Humanity with regard to developing single-family homes on two tax-forfeited parcels. One lot is vacant and the other has a substandard home.

The proposed Habitat for Humanity development would consist of constructing single family homes for low – moderate income families on the two parcels.

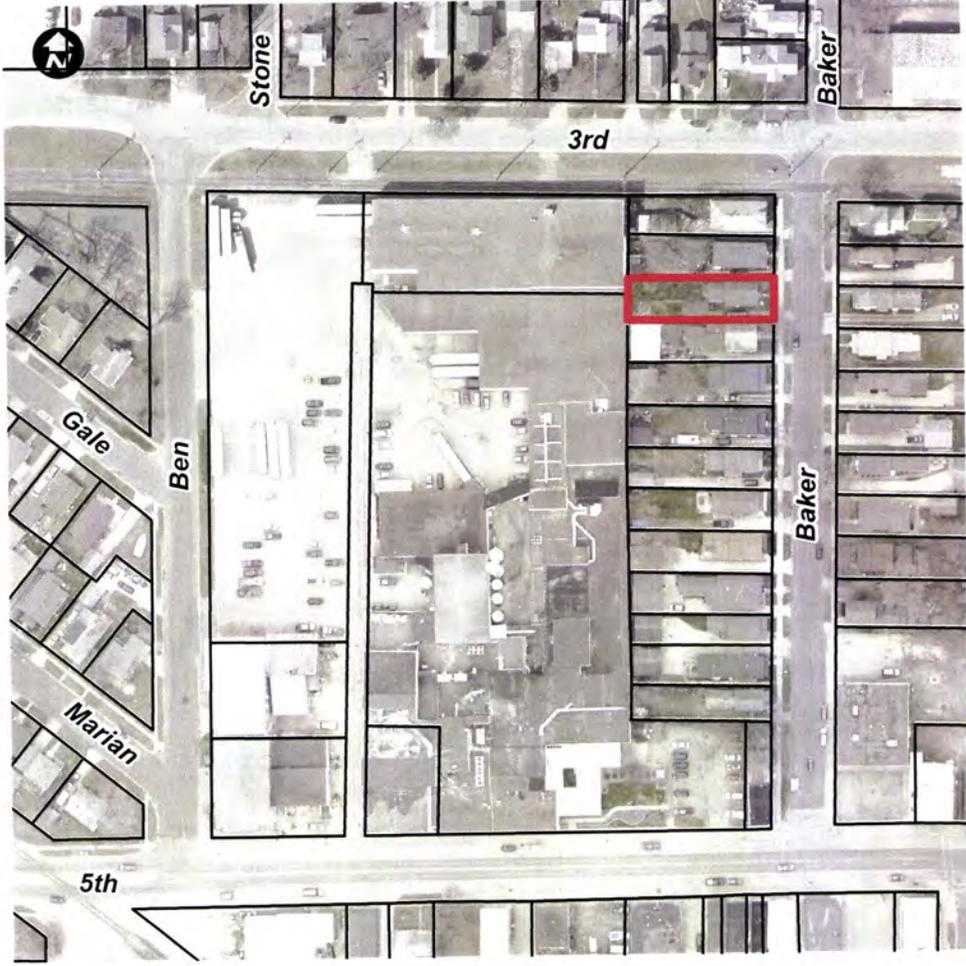
A single-family home is proposed to be constructed on the 40' x 137' parcel located at 169 N. Baker Street (Parcel A). The house on this lot is dilapidated and has a collapsed roof. Habitat would build after razing the garage and vacant home.

The second single family home is proposed to be constructed on the 25' x 140' vacant parcel located at 863 E. Broadway Street (Parcel B).

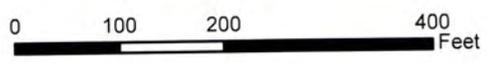
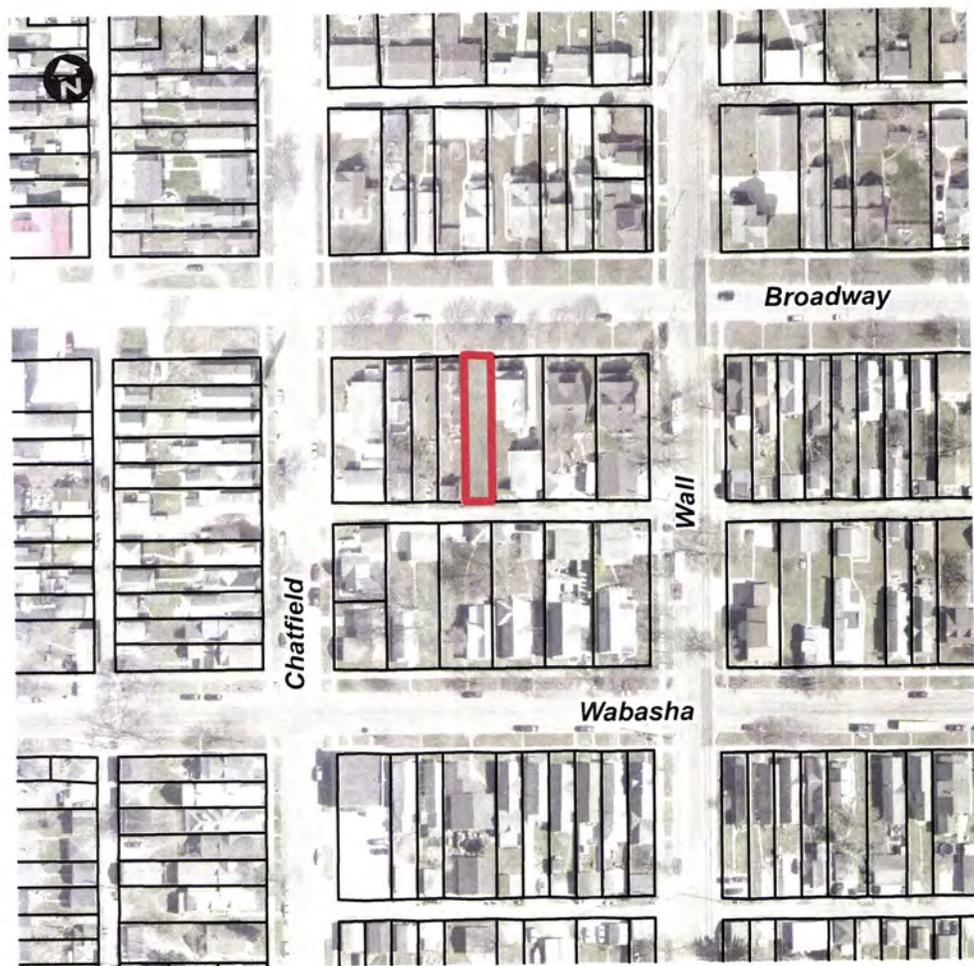
The Port Authority has a history of working on housing needs in the City of Winona. They funded the housing study showing the need and demand for many housing types, including affordable single family homes in Winona. The Port Authority partnered with Habitat for Humanity in the development of Jimmy Carter Place.

The purpose for the public hearing and review for the Port Authority at this stage is to determine whether it is in the best interest of the Port and the community to acquire the tax forfeited properties and to proceed with the proposed sales. Agenda items 4A and 4B would be the next steps in the process following the public hearing.

**Parcel A**  
**169 N. Baker St.**



**Parcel B**  
**863 E. Broadway St.**



**March 2020**

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

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. A. Purchase Agreement – Habitat for Humanity 863 East Broadway (6<sup>th</sup>) Street**

**DATE: March 12, 2020**

**ATTACHMENT: Winona County Tax Forfeited Property Application, MN Dept. of Revenue State Deed Application, Resolution and Purchase Agreement**

The Port Authority Commissioners held a public hearing on March 12, 2020 to consider the acquisition and subsequent sale of the tax forfeited property located at 863 E. Broadway Street to Habitat for Humanity Winona – Fillmore Counties.

The proposed Habitat for Humanity development includes the construction of a single family home for a low to moderate income family on the vacant lot.

The purpose of the public hearing and review by the Port Authority was to determine whether it is in the best interest of Port and the community to acquire the tax forfeited property, to then proceed with the proposed sale. At the January 9, 2020 Port Authority meeting, staff was authorized to pursue a plan for the transaction and to bring forth a Purchase Agreement.

Following review of the Purchase Agreement, if Commissioners concur, a motion to approve the following resolution, Winona County Tax Forfeited Property Application, and Minnesota Department of Revenue Deed Application would be appropriate.

CITY OF WINONA, MINNESOTA  
WINONA PORT AUTHORITY  
RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION BY THE PORT AUTHORITY OF THE CITY OF WINONA, MINNESOTA,  
APPROVING THE SALE OF REAL PROPERTY IN WINONA, MINNESOTA, AND  
DISPENSING WITH REVIEW OF THE SALE BY THE WINONA PLANNING  
COMMISSION

WHEREAS, the Winona Port Authority (the "Port"), pursuant to Minnesota Statutes, Section 469.065, did place a notice, a copy of which with proof of publication is on file in the office of the Winona Port Authority, of a public hearing of the proposed sale of property owned by the Port in a legal newspaper, said hearing to be held to determine whether it is in the best interest of the Port district and the people thereof, and in furtherance of the general plan of the Port in the Port district to sell the land described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, The Port is in the process of acquiring the Property described in Exhibit A from the State of Minnesota through an application to purchase tax-forfeited land through Winona County's Tax-Forfeited Rehabilitation Program (the "Program"); and

WHEREAS The Port's acquisition of the Property through the Program for less than fair market value is authorized by Minn. Stat. § 282.01, subd. 1a (d) because the property is being acquired by the Port for the development of affordable housing; and

WHEREAS, The Port is selling the Property to Habitat for Humanity Winona-Filmore Counties, 126 N. Baker Street, Winona, MN 55987 ("Habitat" or "Buyer") so that Habitat can develop the Property into affordable residential housing; and

WHEREAS, Pursuant to Minnesota Statutes, Section 469.065, subd. 7, a conveyance of the Property must not be made until the Buyer gives the Port plans and specifications for the project to develop the Property sold by the Port to the Buyer, and the Port must approve the plans and specifications in writing; and

WHEREAS, Habitat has submitted plans and specifications to the Port for consideration and approval, those plans and specifications provide for the construction of a single-family home on the Property, and said plans and specifications are attached hereto as Exhibit B; and

WHEREAS, the Buyer has agreed to obtain any such permit or governmental approvals as are necessary to complete construction of the residential structure in their written construction plans and specifications; and

WHEREAS, the Port has investigated the facts of the proposed sale of said Property, the terms and conditions of said sale, received and reviewed the project plans and specifications, the proposed use of said Property, and the relation of the project use to the City of Winona and the Port district in general; and

WHEREAS, the Buyer is willing to buy the Property from the Port for the purchase price of Five Thousand and No/100th Dollars (\$5,000.00); and

WHEREAS, At the closing of the sale of the Property to Buyer, Buyer has agreed to pay for all costs and fees associated with the Port's acquisition of the Property, including but not limited to fees paid to Winona County for acquisition of tax-forfeited property, recording fees and attorney's fees; and

WHEREAS, A draft purchase agreement has been prepared and is attached hereto as Exhibit C; and

WHEREAS, in accordance with the attached draft Purchase Agreement, the Port and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the Board of Commissioners of the Port; and

WHEREAS, if any transaction approval as provided in the Purchase Agreement is not obtained by the closing date stated in the Purchase Agreement, the Purchase Agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the governing body its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the governing body may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

WHEREAS, the proposed conveyance of the Property, presented by the Buyer meets the terms and conditions set forth by the Winona Port Authority as its guide in determining if such proposals are in the best interest of the Port district and the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Winona Port Authority that:

1. The Board of Commissioners hereby finds, determines, and declares that it is in the best interest of the Port district and the people thereof and in furtherance of the general Port

plan to sell the Property to the Buyer for the project pursuant to the plans and specification for the project on the Property.

2. The Board of Commissioners acknowledges that the attached purchase agreement, by its terms, will be null and void in the event title to the Property is not transferred to the Port from the State of Minnesota through the Winona County Tax-Forfeited Property Rehabilitation Program.
3. The Board of Commissioners hereby approves the project plans and specifications for the project as submitted by the Buyer and finds, determines and declares that the same are in the best interest of the Port district and the people thereof and in furtherance of the general Port plan.
4. The Board of Commissioners hereby finds that the proposed sale of the Property for the project has no relationship to the Winona Comprehensive Plan, and therefore review of the proposed sale by the Winona Planning Commission is not required under Minnesota Statutes, Section 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.
5. The actions of the Executive Secretary of the Winona Port Authority in causing public notice of the proposed sale and in describing the terms and conditions of such sale and project, which have been available for inspection by the public at the office of the Port Authority from and after the publication of the hearing, are in all respects ratified and confirmed.
6. The Property is being sold for \$5,000.00 in accordance with the terms and conditions contained in the Purchase Agreement.
7. The Board of Commissioners hereby approves the attached Purchase Agreement as to form and authorizes and directs the President and Executive Secretary to execute the Purchase Agreement substantially in the form hereby approved, allowing for minor or technical changes as determined by the City Attorney, and such other documents as are necessary to close on the sale of the Property by the Port to the Buyer. The Buyer shall record the requisite instruments of sale, as applicable, in the Office of the Winona County Recorder.

PASSED by the Board of Commissioners of the Port Authority of the City of Winona on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Executive Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

The Easterly One-half (Ely  $\frac{1}{2}$ ) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

**EXHIBIT B**

**PLANS AND SPECIFICATIONS FOR THE PROJECT**



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## Tax-Forfeited Property Rehabilitation Program

### PROPERTY APPLICATION

#### Proposed Project Property Information

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1. Property ID (PID): 32.430.0840
2. Property Address: 863 E. Broadway (6<sup>th</sup>) Street, Winona, MN 55987

#### Organization Information

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3. Organization Name: Port Authority of Winona
4. Address: 207 Lafayette Street; PO Box 378  
Winona, MN 55987

5. Primary Contact:

Name: Nick Larson

Title: Community Development Specialist

Phone: 507.457.8250

E-mail: NLarson@ci.winona.mn.us

#### Project Proposal Information

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6. Purchase price needed to acquire property: \$5000.00
7. Provide an itemized estimate of costs to rehabilitate the property. The estimate must include information documenting the purchase price needed to acquire the property to the extent it is less than fair market value.

The Port Authority of Winona would like to purchase tax forfeited land for less than market value for the purpose of constructing affordable housing through the transfer of the property from the Port Authority of Winona to Habitat for Humanity Winona-Fillmore Counties who has an affordable housing plan for the specified tax forfeited property.

It is necessary to purchase the property below market value to contain total development costs due to ever increasing material and labor costs. In addition to the below market purchase price, the City of Winona is waiving liens and special assessments to ensure the economic feasibility of the newly constructed single family home is affordable to a low to moderate income family.

The plan is to construct a two-story single-family home with a maximum size of 19' wide x 50' long provided that fits within the constraints of the building envelope with a detached single car garage, if allowable by code. If Habitat ends up with a smaller partner family, the home could be one level and a smaller footprint, depending on the family's needs.

Please see the attached costs, blue prints, and elevations for a prior housing project built on a similar sized parcel, which would serve as a model for the proposed project.

8. Describe the funding sources for the project. Provide proof of funds for completing the project.

- Initial purchase will be by the Port Authority of Winona from the Port Authority's general fund.
- The property will then be transferred to Habitat for Humanity for the initial purchase price the Port Authority of Winona paid, plus any legal, recording, administrative fees, etc.
- The Habitat for Humanity Board has approved to purchase the property from the Port Authority of Winona.
- Funding to complete the construction of the single-family home will come from a variety of sources, including payments Habitat for Humanity currently receives from existing mortgages, proceeds from ReStore sales, volunteer labor, sponsorships, donations, and other fundraising activities.

9. Provide a project timeline, and projected occupancy date.

Family selection will begin in the early winter of 2020; construction will begin in the spring of 2020, and the project occupancy date in the fall of 2020.

10. Explain how the organization plans to rehabilitate the property to provide affordable housing or improve a blighted area.

Minnesota State Statutes Section 282.01, subdivision 1a, paragraph (d) provides tax-forfeited land to be sold by the County Board to an organized governmental subdivision of the state for less than market value if 1) the County Board determines that the reduced price is necessary to incentivize a governmental subdivision to correct blight or create affordable housing; and 2) the governmental subdivision has documented a specific plan for correcting blight or affordable housing.

The Port Authority of Winona has housing powers and under Minnesota Statutes Section 469.012, subdivision 1a (g) (1) (2) has the authority to acquire real property to provide decent, safe, and sanitary housing for persons of low and moderate income. The Port Authority of Winona would acquire the property and not be held liable for the real property described above during the holding period and conveyance periods. The Port Authority will then transfer title to Habitat for Humanity to

construct a single-family home to be sold to a household of low to moderate income, an activity the Port Authority of Winona is unable to do itself, will help promote a legitimate public purpose.

The proposed housing plan will take what is currently under-utilized and non-revenue generating land into safe, decent, and affordable housing for the community.

11. Please explain the manner in which the organization will ensure the property, once rehabilitate, will remain affordable, and how long the property will remain affordable.

Habitat for Humanity homes are built to the partner family's needs, and they must be categorized as decent and affordable. Habitat for Humanity has a housing plan that will accomplish this within the constraints associated with building on a half lot (25' x 140'), as evidenced by the Habitat for Humanity built home located at 269 Chatfield Street.

Habitat for Humanity partners with individuals and families from the application period, through construction, until the keys are given to the new homeowner. By working together from start to finish, Habitat for Humanity help households prepare for homeownership, including learning about finances, mortgages, property maintenance and upkeep, and more.

Habitat for Humanity's path to homeownership is an in-depth process, which ensures the long-term success of Habitat for Humanity homeowners. Homeowners must be active participants in building a better home and future for themselves and their family members. Every Habitat for Humanity home is an investment for a family and the community.

- Prospective Habitat for Humanity homeowners must demonstrate a need for safe, affordable housing.
- Partner families work with Habitat for Humanity to build their home through investing 325 hours of sweat equity.
- Partner families must be able and willing to pay an affordable mortgage. The mortgage payments then cycle back into the community to construct more affordable housing.

Once the property is transferred to Habitat for Humanity and the single-family home is constructed using Habitat for Humanity's model, the home will be sold to a partner family earning between 30% and 80% of area median income. Habitat for Humanity will then provide the partner family a 30-year, interest free mortgage with a monthly mortgage payment of no more than 30% of the household's gross monthly income. The mortgage is guaranteed to be interest-free unless the homeowner defaults on the mortgage. Also to ensure the affordability of the home, Habitat for Humanity builds smaller and energy efficient homes to reduce the cost of materials and labor, thus keeping the sale price, maintenance, and utility costs lower.

Additionally, to ensure the property remains affordable for a long period of time, Habitat for Humanity has the first right of refusal to buy the property back and sell the home to a new Habitat for Humanity partner family earning between 30% and 80% of area median income.

Attachments:

- Port Authority of Winona January 9, 2020 agenda and meeting minutes
- Itemized estimate budget: 863 E. Broadway Street (6<sup>th</sup>) construction costs and blueprints of similar project
- Proof of Funds: Habitat for Humanity
- Minnesota Department of Revenue application for State Deed for Tax-Forfeited Land
- Wetland Certification Form
- Legal Description
- Contract for Deed (document # 382851) stating the seller does not know of any wells on the described property



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The Undersigned certifies that (1) He/She has read through this entire application, and understands its content; (2) He/She is legally authorized to represent the organization identified above with respect to all transactions pertaining to this application and all matters related to it; (3) Any and all actions by the undersigned is/are legally binding on the principal(s) and the organization being represented; (4) to the best of his/her knowledge and belief, the organization identified above has/have complied, or will be able to comply with all of the requirements of the regulations which are a prerequisite to participation in the program; (5) the principal(s) of the organization identified above are familiar with the specific provisions of the Right to Financial Privacy Act of 1978 which may apply to this program; (6) the principal(s) is/are aware that disclosure of certain financial information will be required by the County in the course of processing the application; (7) to the best of his/her knowledge and belief, no information or data contained herein or in the exhibits or attachments submitted herewith, are in any way false or incorrect.

The Undersigned understands and agrees that (1) pursuant to the regulations and the related requirements of Winona County, the organization identified above, nor anyone authorized to act on its behalf, will decline to sell any of the property or housing which it might subsequently receive pursuant to this program, identified herein, to a prospective purchaser based on race, color, creed, religion, national origin, sex, marital status, familial status, disability, public assistance, age, sexual orientation, or local human rights commission activity; (2) the organization identified above will comply with all federal, state and local laws and ordinances prohibiting discrimination; (3) failure or refusal to comply with the requirements of either (1) or (2) or knowing submission of false and/or incorrect data in connection with participation in this program shall constitute a sufficient basis for the Winona County Auditor-Treasurer to take remedial action that may be appropriate; (4) failure to complete the rehabilitation of the tax forfeited property and complete a transfer of the property to a client of the organization needing affordable housing within a two (2) year period after obtaining title and possession of the property may constitute a sufficient basis for the Winona County Auditor-Treasurer to take remedial action that may be appropriate.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Michael Cichanowski, Winona Port Authority President**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Stephen T. Sarvi, Winona Port Authority Executive Secretary**



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## AGENDA

**DATE:** January 9, 2020

**TIME:** 4:00 P.M.

**PLACE:** Council Chambers, City Hall

1. **CALL TO ORDER - APPROVAL OF MINUTES**

Approval of the minutes from the December 12, 2019 Meeting

2. **REMARKS BY PRESIDENT**

3. **NEW BUSINESS**

A. **Habitat for Humanity Property**

Staff is working with Winona County and Habitat for Humanity Winona County to reuse a property located at 863 East Broadway for affordable housing. We would anticipate the cost of the lot to be \$5,000 plus any legal, recording, administration fees, etc.

If Commissioners concur, a motion to authorize staff to pursue a plan for acquisition would be appropriate. A Purchase Agreement would be brought back to the Port Authority.

B. **Port Dock Tonnage 2019**

Attached you will find the final tonnage report for the Port owned dock for 2019. Due to river conditions and export issues (see the significant drop in the shipment of Distillers Grain), tonnage was down.

C. **Downtown Strategic Plan Review and Comment**

The Port Authority Commissioners are requested to review and comment on the December 2019 Draft Downtown Strategic Plan. Staff will present Commissioners with a summary of the plan.

4. **FINANCIAL REPORTS**

5. **ADJOURNMENT**

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 3. A. Tax Forfeited Property – Habitat for Humanity**

**DATE: January 9, 2020**

The City of Winona, Winona County, and Habitat for Humanity have been working together on a tax forfeited parcel located at 863 East Broadway Street. There are zero structures on the 25' x 140' lot and the utilities have been disconnected. Habitat for Humanity would utilize the lot to construct affordable housing.

In discussions with the three parties, all are in agreement that a sale of the property will be for less than market value for the public purpose of constructing affordable housing. The Port Authority may be in the best position to assist in the transfer of the property due to Statutes and Laws regarding the sale of tax forfeited property in Minnesota.

The Port Authority would promote a public purpose by acquiring the property at less than market value, and then transfer title to Habitat for Humanity for the same price. We anticipate the cost to be \$5,000.00 plus any legal, recording, administrative fees, etc. Habitat would be responsible to construct an affordable single family home for sale.

The Port Authority has a history of working on housing needs in the City of Winona. They funded the housing study showing the need and demand for affordable single family homes in Winona. The Port Authority was also a partner with Habitat for Humanity in the development of Jimmy Carter Place.

If Commissioners concur, a motion to authorize staff to pursue a plan for the transaction and bring forth a Purchase Agreement at a future meeting would be appropriate.

# PORT AUTHORITY OF WINONA MINUTES

**DATE:** January 9, 2020

**PRESENT:** Commissioners: Cichanowski, Johnson, Thurley, Borzyskowski, Gorman, Lucas, Hansen and Executive Secretary Sarvi

**ABSENT:** None

**STAFF PRESENT:** Director of Community Development Lucy McMartin, Finance Director Mary Burrichter, Housing Specialist Nick Larson, and Development Coordinator Myron White

## 1. CALL TO ORDER – APPROVAL OF MINUTES

The meeting was called to order at 4:00 PM by President Cichanowski. A motion was made by Commissioner Borzyskowski and seconded by Commissioner Thurley to approve the December 12, 2019 minutes. The motion carried with all Commissioners present voting aye.

## 2. REMARKS BY PRESIDENT

President Cichanowski had no remarks.

## 3. NEW BUSINESS

### A. Habitat for Humanity Property

Director of Community Development McMartin outlined the possibility of acquiring a property suitable for a Habitat for Humanity Project at 863 East Broadway. Housing Specialist Larson assured the lot was buildable and the plan would be to construct a home that would fit well in the neighborhood.

Clarification was made that the 863 East Broadway proposal with Habitat for Humanity is in addition to the proposal approved by the Port Authority at the November 21, 2019 meeting. That property is located at 169 North Baker and has a house on the lot.

A motion was made by Commissioner Borzyskowski and seconded by Commissioner Thurley to direct staff to develop a plan to move forward with the acquisition at 863 East Broadway with the understanding a Purchase Agreement would be brought to the Port Authority for review and approval.

### B. Port Dock Tonnage 2019

Development Coordinator White provided the Commission with an overview of tonnage at the Port Docks in 2019. He noted that river conditions and the challenging export market were factors explaining the dip in tonnage. Mr.

White also noted the unloading of windmill blades helped to supplement the decrease in commodity shipments.

**C. Downtown Strategic Plan Review and Comment**

Director of Community Development McMartin provided a draft of the Downtown Strategic Plan and outlined strategies to garner public input. She indicated the Port Authority would host an open house as well as sponsor an online survey and request comments. After feedback, the plan would undergo final editing prior to coming back to the Port Authority for final approval.

**4. FINANCIAL REPORT**

Finance Director Burrichter indicated the finances were preliminary end of year and subject to final adjustments.

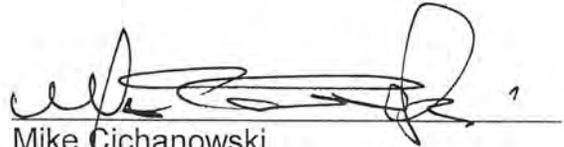
**5. ADJOURNMENT**

Prior to adjournment Director of Community Development McMartin noted that a letter of "No Further Action" was received from the MPCA for the three parcels at Main Square Development and this would be addressed at the next Port Authority Meeting.

A motion was made and seconded to adjourn the meeting. The meeting was adjourned at 4:25 pm.



Myron White  
Development Coordinator

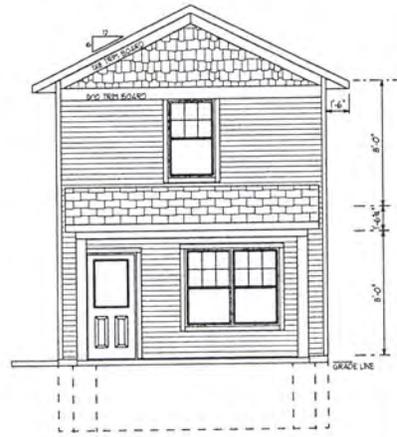
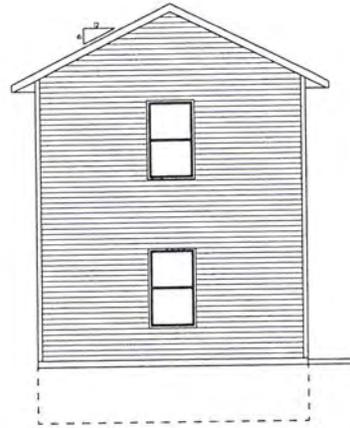
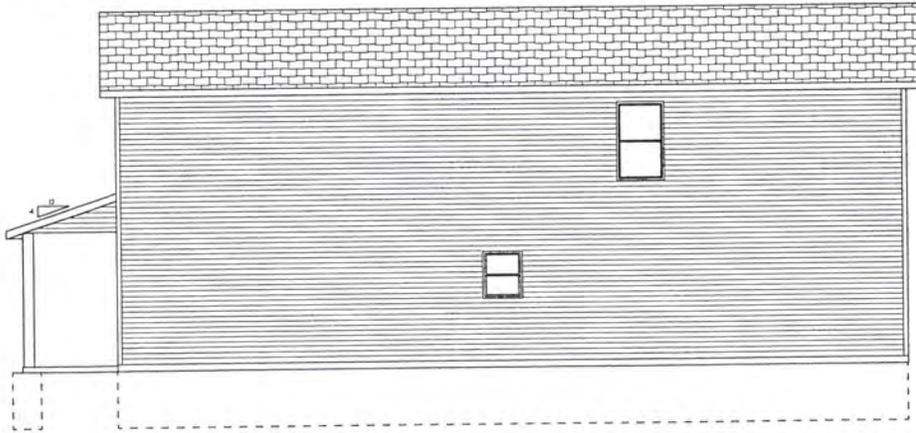
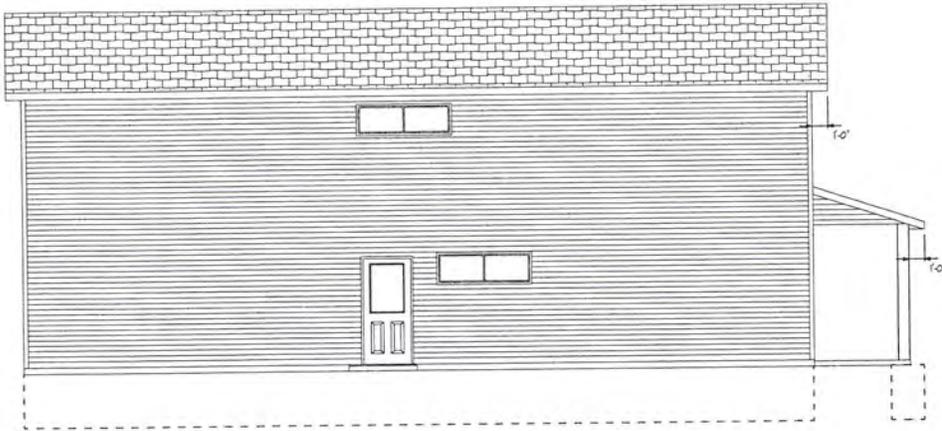


Mike Cichanowski  
President

Itemized estimate of construction for 863 E. 6th St.: Page 1

| Cost code          | Item               | Cost         |
|--------------------|--------------------|--------------|
| Flooring           | 3/4" plywood       | \$ 1,000.00  |
| Appliance          | Appliance          | \$ 4,000.00  |
| Insulation         | Attic Insulation   | \$ 1,200.00  |
| Landscaping        | Backfill           | \$ 1,000.00  |
| Framing            | Basement Beam      | \$ 1,000.00  |
| Concrete           | Concrete for walls | \$ 7,500.00  |
| Disposal           | Disposal           | \$ 3,000.00  |
| Doors              | Door Knob          | \$ 500.00    |
| Concrete           | Driveway           | \$ 4,500.00  |
| Drywall            | Drywall            | \$ 2,500.00  |
| Drywall Finish     | Drywall Finish     | \$ 6,500.00  |
| Electrical         | Electrical         | \$ 10,000.00 |
| Excavting/Plumbing | Excavting/Plumbing | \$ 13,000.00 |
| Doors              | Exterior Doors     | \$ 2,500.00  |
| Flooring           | Floor System       | \$ 4,500.00  |
| Flooring           | Flooring           | \$ 3,000.00  |
| Concrete           | Foam               | \$ 1,600.00  |
| Footings           | Footings           | \$ 1,800.00  |
| Garage Concrete    | Garage Concrete    |              |
| Garage Doors       | Garage Doors       |              |
| Garage Walls       | Garage Walls       | \$ 1,200.00  |
| Gutters            | Gutters            | \$ 800.00    |
| HVAC               | HVAC               | \$ 15,000.00 |
| ICFs               | ICFs               | \$ 13,000.00 |
| Int. Concrete      | Int. Concrete      | \$ 2,400.00  |
| Int. Rock          | Int. Rock          | \$ 1,000.00  |
| Interior Doors     | Interior Doors     | \$ 3,000.00  |
| Interior Finish    | Interior Finish    | \$ 1,000.00  |

| Itemized estimate of construction for 863 E. 6th St. : Page 2 |                            |                      |
|---|----------------------------|----------------------|
| Interior Walls  | Interior Walls             | \$ 2,500.00          |
| Kitchen Cabinets  | Kitchen Cabinets           | \$ 4,000.00          |
| Landscaping   | Landscaping/Trees          | \$ 2,500.00          |
| Lights  | Lights                     | \$ 700.00            |
| Paint   | Paint                      | \$ 800.00            |
| Permits   | Permit                     | \$ 1,500.00          |
| Concrete  | Plastic                    | \$ 400.00            |
| Plumbing  | Plumbing                   | \$ 9,000.00          |
| Pump truc   | Pumpx3                     | \$ 2,250.00          |
| Rental  | Rental                     | \$ 1,000.00          |
| Roofing   | Sheething                  | \$ 750.00            |
| Interior Finish   | Shelving                   | \$ 500.00            |
| Roofing   | Shingles, paper and D Edge | \$ 3,000.00          |
| Exterior Finish   | Siding                     | \$ 4,500.00          |
| Exterior Finish   | Sofit & Fascia             | \$ 750.00            |
| Framing   | Steps                      | \$ 500.00            |
| Footings  | Sump Pump system           | \$ 500.00            |
| Temp Services   | Temp Services              | \$ 2,500.00          |
| Finished flooring   | Tiles                      | \$ 1,000.00          |
| Interior Finish   | Trim                       |                      |
| Interior Finish   | Trim                       | \$ 1,000.00          |
| Roof Package  | Trusses                    | \$ 6,000.00          |
| Windows   | Windows                    | \$ 3,000.00          |
| Parcel purchase price   |                            | \$ 5,000.00          |
|   |                            |                      |
|   |                            | \$ 160,150.00        |
|   | 10%                        | \$ 16,015.00         |
|   |                            |                      |
|   | <b>TOTAL</b>               | <b>\$ 176,165.00</b> |



|  |              |         |             |         |
|--|--------------|---------|-------------|---------|
| <b>BECHER HOME DESIGNS</b><br>3107 X 3107<br>118<br>500 EAST 10TH AVENUE, SUITE 100 DENVER, CO 80202 |              | REVISED | DATE        |         |
|  |              |         |             |         |
| <b>269 CHATFIELD ELEVATIONS</b>  |              | SCALE   | PROJECT NO. | DATE    |
| BOIT   | 1/4" = 1'-0" | 12-2022 | 12-2022     | 12-2022 |
| <b>HABITAT FOR HUMANITY</b>  |              |         |             |         |
| OWNER / CONTRACTOR TO VERIFY ALL PLANS BEFORE CONSTRUCTION   |              |         |             |         |



**GENERAL NOTES**

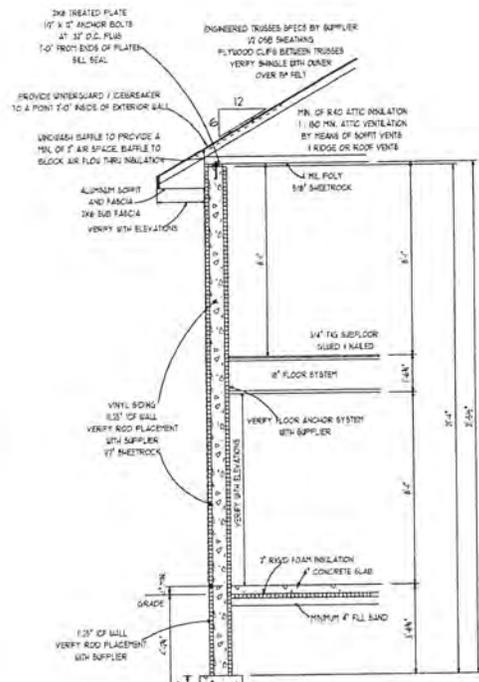
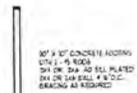
- FOUNDATION: MIN 3000 PSI AIR ENRICHED CONC. FOOTINGS - 3000 PSI. PLAN CONC. - 3000 PSI. REINFC. - MIN GRADE 40 3000 PSI REINFC. SOIL BEARING CAPACITY. FOOTING TO REST ON ORIGINAL SOIL.
- WOOD FRAMING: 2x4 2x6 2x8 OR BETTER. PINE OR LARGER 2x4 BETTER. 1x4 OR 2x4 FOR BRACING & CENTERLINE OF SPANS.
- REQUIREMENTS IN DWELLING UNITS: 1. EACH SLEEPING ROOM ARE REQUIRED TO HAVE AT LEAST ONE EMERGENCY EXIT DOOR NOT LESS THAN 5 1/2 FT. CLEAR WIDTH. AREA WITH FULL HEIGHT NOT OVER 44" FROM THE FLOOR AND MIN. CLEAR HEIGHT SHALL BE 7' 6".
- MIN. CLEAR WIDTH SHALL BE 32"
- ALL STRUCTURAL NOTATION IN CH. 48 HEADINGS, DETAILS, TYPE, LOCATION, SIZE, LOADING, FLOOR JOIST TYPE, LOCATION SPACING ARE PROVIDED BY SUPPLIER.
- TRUSS APPLICABLE TO PROVIDE TRUSS BRACING DETAILS TO BE CONSTRUCTION. ALL TRUSS OVER 10' 0" REQUIRES SCUPP BRACKETS.
- PROVIDE SHALLOW PANS IN BATHROOM VENT THROUGH ROOF OR ROOF FLASHING.
- SMOKE DETECTORS REQUIRED IN EACH SLEEPING ROOM. INTRODUCED + BATTERY BACKUP CARBON MONOXIDE ALARMS REQUIRED ON EACH FLOOR + BATH.
- 10 FEET OF EACH SLEEPING ROOM + PROVIDE 2x4 HIGH RISE WITH 1" MIN. SPACING + PARTIALLY OPENED + CABINET LATCH ARE MANDATORY + SHOULD BE FINISHED WITH APPROPRIATE SUBCONTRACTOR.

**STAIR DETAILS**

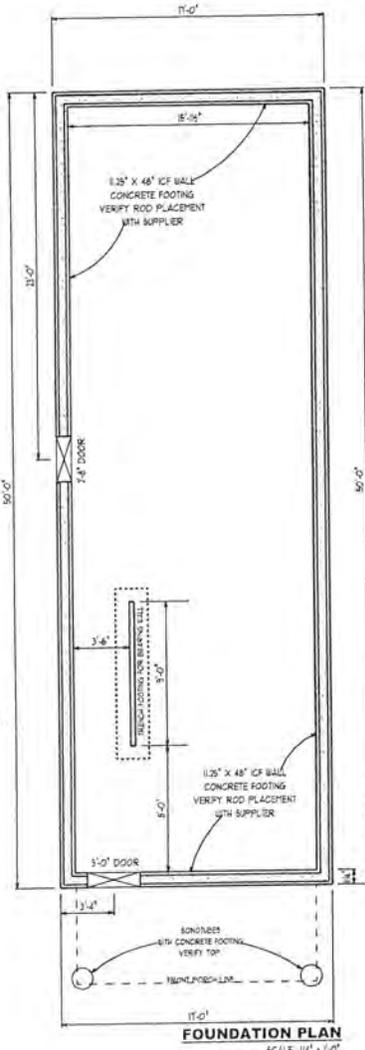
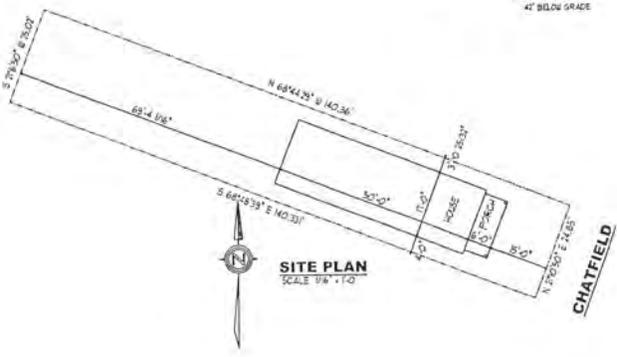
- 1/2" PL TYPED REQUIRED TO DEL. STAIR AND 1/4" RECC W/LS FOR FINISHING. BRONZE REQUIRED TO PL TYPED 1/4" RECC W/LS FOR FINISHING.
- DOUBLE LEFT AND RIGHT OF AIR OPENING
- 1 1/2" SPRINGERS
- 3/4" FINISH BRIDGE
- 5/8" FINISH BRIDGE TRUCKS REQUIRED TO BRIDGE 2x4 WOOD JOISTS FOR FINISHING
- MAXIMUM RISE OF 7 1/2" + FINISH TREAD OF 10" + HEIGHTS OF NOT LESS THAN 9" OR MORE THAN 10" + REQUIRED RISING IS NOT REQUIRED IF TREAD IS FINISH OF T. THE RISKER MAY BE OPEN PROVIDING OPENING DOES NOT PREVENT THE PASSAGE OF 2 1/2" SPACER
- INCLUDE JACKER RICE OF STAIR WITH 1/2" SHEETROCK
- 1 1/2" 7" CROSS SECTIONAL DIMENSION TO BE CONTINUOUS + OVER REINFORCED TO WALL + ALLOWED TO BE MINIMUM OF 3/4" IN HEIGHT BUT BRACKETS NOT TO PREVENT THE PASSAGE OF 2 1/2" SPACER
- 1/2" FIN HEADROCK MEASURED VERTICAL FROM THE STAIR RISING
- 1/4" FIN FINISH SHEETROCK ON CEILING UNDER STAIRS. 12" ON WALLS



**BEARING WALL**



**FULL WALL SECTION**



**FOUNDATION PLAN**

**BECHER HOME DESIGNS**  
 110 EAST 27th AVENUE, PH. 30411, INDIANAPOLIS, IN 46219  
 310' X 310' 7 1/2'

|             |               |          |           |
|-------------|---------------|----------|-----------|
| REVISION    | 3-14-1        | DATE     | 3-14-1    |
| DESIGNED BY | 268 CHATFIELD | DRAWN BY | P. BECKER |
| SCALE       |               | SCALE    |           |
| SHEET       |               | SHEET    |           |

**HABITAT FOR HUMANITY**

OWNER / CONTRACTOR TO VERIFY ALL PLANS BEFORE CONSTRUCTION



We build strength, stability, self-reliance and shelter.

January 3, 2020

Dear Winona County board members,

Thank you so much for the opportunity to submit an application to develop the parcels at 169 North Baker Street and 863 East Broadway Street for affordable housing units. As requested, here is background information on how we manage our finances for this purpose.

Habitat for Humanity Winona-Fillmore Counties earns and receives funding for home construction activity from a variety of sources. These include payments on our 38 existing Habitat for Humanity mortgages, proceeds from ReStore sales of gently used and new building materials and furniture, sponsorships restricted to the purpose of building homes, donations through major gifts and our annual fundraising dinner, and other fundraising activities.

Our organization is strong and vibrant. Our mortgage portfolio performance is strong compared to the industry standard. ReStore sales are 50% ahead of budgeted revenue for the year. Sponsorships for the construction of these homes have already begun to come in and we have \$35,000 committed. We are planning the largest fundraising event in our history.

We believe that in this exciting time of growth Habitat for Humanity is well positioned to be an excellent partner in developing affordable housing together with the County, the Port Authority, and the City of Winona.

If you have any questions about the application or about our financial situation, please call or email Amanda anytime. We look forward to the conversation.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Hedlund".

Amanda Hedlund  
Executive Director  
(507) 458-9370 | [director@habitatwinona.org](mailto:director@habitatwinona.org)

A handwritten signature in blue ink that reads "Anne Olsen Wagner".

Anne Olsen Wagner  
Board Chair

**Board members:**

Anne Wagner, Chair  
Rick Spitzer, Vice Chair  
Matt Becker, Treasurer  
Debbie Owen, Secretary  
Christine Beech  
Laura Eddy  
Carlos Espinosa

Kevin Fitzgerald  
Julie Kosidowski  
Janell Linville  
Angie Modjeski  
Bert Mohs  
Jonelle Moore  
Steve Napieralski

Jay Sadowski  
Chad Ubl  
Sandy Villard

**Application for State Deed for Tax-Forfeited Land**

In Winona County

**Type of Acquisition**

- Purchase (Minn. Stat. § 282.01, subd. 1a, par. (b) or subd. 3 or subd. 7a)
- Financed (Minn. Stat. § 282.01, subd. 6)
- Conditional Use Deed (Minn. Stat. § 282.01, subd. 1a, par. (e)) - Conditional Use Deed Supplement required -
- School Forest Deed (Minn. Stat. § 282.01, subd. 1a, par. (j)) - School Forest Deed Supplement required -
- Remove Blight/Afford. Housing (Minn. Stat. § 282.01, subd. 1a, par. (d))
- Failure to convey to city or association (Minn. Stat. § 282.01, subd. 1a, par. (f) or (g))
- Land Exchange (Minn. Stat. § 94.344)
- Conservation-related usage (Minn. Stat. § 282.01, subd. 1a, par. (h))
- Replacement for Lost/Destroyed Deed (Minn. Stat. § 282.33)
- Authorized by statute or special law (include citation)
- Repurchase (Minn. Stat. § 282.012; Minn. Stat. § 282.241)
- Release (State Agencies only) (Minn. Stat. § 282.01, subd. 1a, par. (c))

Is this application intended to correct a previous deed?  Yes (Complete this section)  No (Skip this section)

**Correction**

State deed number of original & date issued: \_\_\_\_\_  
 Information being corrected:  Grantee's name  Legal description  Other: \_\_\_\_\_  
 Was this state deed recorded?  Yes  No  
 Recording Date: \_\_\_\_\_ Recording Number: \_\_\_\_\_  
 (If the state deed was not recorded, please return the original state deed with this application.)

**Applicant (Grantee)**

Name(s) of Applicant(s)  
Port Authority of Winona  
 Address of Applicant  
PO Box 378  
 City Winona State MN Zip Code 55987  
 Phone Number or Email of Applicant  
(507)457-8250

**Ownership** Please check the appropriate box below:

- Single ownership  Co-ownership: joint tenancy  Co-ownership: tenancy in common  Co-ownership: other

Date of auditor's certificate of forfeiture \_\_\_\_\_ Date tax-forfeited land was sold (required for purchase and repurchase) \_\_\_\_\_  
 Date purchase price was paid in full (if applicable) \_\_\_\_\_ Purchase price (if applicable) \$5000.00

**Property Information**

Legal description of property: (Please email longer legal descriptions to [toddeeds@state.mn.us](mailto:toddeeds@state.mn.us))  All or part of the described real property is Registered (Torrens)  
The Easterly One-half (Ely. 1/2) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

**Wells** Please check the appropriate box below:

- There are one or more wells on this property.  There are no wells on this property.  No change since last well certificate.  
 (If wells disclosure certificate has been electronically filed, please list WDC number: \_\_\_\_\_)

**Wetland Certification**

The wetland certification form has been completed and attached to this application.

**Replacement**

Complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.  
 The applicant is (check the appropriate box):  the grantee named in the original deed  the grantee's successor  
 If the applicant is the grantee's successor, please state the name of the grantee in the original deed (otherwise leave blank): \_\_\_\_\_

Date that unrecorded state deed was issued \_\_\_\_\_ State Deed Number (if known) \_\_\_\_\_

Attach a statement of reasons in support of allegations that said deed has been lost or destroyed before it was recorded (please be specific).

**Certification**

All applications require the signature of the county auditor, date of the signature and raised county seal below. Applications for Replacement Deeds will require the signature of the applicant.

Please provide the information below as it corresponds to the type of acquisition selected on the front of the form.

Blight/Affordable Housing

**Auditor to complete this section only if "Remove Blight/Afford. Housing" is selected above as the type of acquisition.**

The County Board, or its delegate, of Winona County, Minnesota, has reviewed the application of Port Authority of Winona dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance of certain tax-forfeited land described therein. The county board has determined that: (1) a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market or the reduced price will lead to the development of affordable housing; and (2) the governmental subdivision or state agency has documented its specific plans or correcting the blighted conditions or developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

Conservation

**Auditor to complete this section only if "Conservation-related usage" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance of certain tax-forfeited land described therein. The county board has determined that a sale at a reduced price is in the public interest for (select one):  
 \_\_\_ (1) creation or preservation of wetlands; or  
 \_\_\_ (2) drainage or storage of storm water under a storm water management plan; or  
 \_\_\_ (3) preservation, or restoration and preservation, of the land in its natural state.

Failure to Convey

**Auditor to complete this section only if "Failure to convey to city or association" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_, a (check one)  governmental subdivision /  common interest community, dated \_\_\_\_\_, 20\_\_\_\_, for the free conveyance, due to a prior failure to convey which was duly certified, of certain tax-forfeited land described therein, and recommends that this application be granted.

Conditional Use Deed

**Auditor to complete this section only if "Conditional Use Deed" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance for an authorized public use of certain tax-forfeited land described therein, and recommends that this application be granted.

School Forest

**Auditor to complete this section only if "School Forest Deed" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, and the Commissioner of Natural Resources has reviewed the application of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ for the conveyance for a school forest of certain tax-forfeited land described therein, and recommends that this application be granted.

Replacement

**Auditor to complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.**

The property described herein was duly bid in for the state for taxes payable in the year \_\_\_\_\_, delinquent \_\_\_\_\_; and became forfeited to the State of Minnesota on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sign, Seal and Date Here

I certify that the above information is true and correct, the county board has taken the official action required under Minnesota Statute § 270C.88, and that therefore conveyance by state deed of the real property described above should be executed by the Commissioner of Revenue to the above named applicant(s) as required by Minnesota Statutes, Chapter 282.

Signature of County Auditor \_\_\_\_\_ County

Date of Signature of County Auditor \_\_\_\_\_

Applicant Signature (Replacement Deed Only) \_\_\_\_\_

Date of Applicant Signature (Replacement Deed Only) \_\_\_\_\_

(seal is required if application is mailed in)

## Wetland Certification Form

TO: Commissioner of Revenue  
Minnesota Department of Revenue

RE: Sale of Tax-forfeited Land Described As:

The Easterly One-half (Ely. 1/2) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-five (25), Township One hundred Seven (107) North of Range Seven (7) West of the Fifth Principal Meridian, Winona County, Minnesota.

Pursuant to Minnesota Statutes, sections 103F.535, subdivision 1, and 282.018, subdivision 2, as amended, and the procedures issued by the Department of Natural Resources and by the Board of Water and Soil Resources, I have reviewed the available data concerning the lands described above and have determined that the deed does not require a restrictive covenant because:

- The land is in a platted subdivision. (Auditor's plats are not deemed platted subdivisions for the purpose of this procedure.)
- The conveyance is a transfer to correct errors in legal descriptions or grantees.

OR

- Neither of the above statements apply to this parcel; therefore, the deed for this parcel must include a restrictive covenant prohibiting enrollment of this parcel in a state funded program providing compensation for conservation of marginal lands or wetlands.

If you have any questions or comments concerning this determination please contact:

CARLOS ESPINOSA, telephone number (507) 457-8216

  
SIGNED

12/18/19  
DATE

CITY PLANNER / WINONA CITY  
TITLE WETLAND COORDINATOR

WINONA  
COUNTY

Email to: [toddeeds@state.mn.us](mailto:toddeeds@state.mn.us)

Legal description of the parcel located at 863 E. 6<sup>th</sup> Street, Winona, MN 55987 with ID# 32.430.0840

The Easterly One-half (Ely. 1/2) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

**CONTRACT FOR DEED**  
Individual(s) to Joint Tenants

No delinquent taxes and transfer entered. Certificate of Real Estate Value (X) filed ( ) not required.  
Certificate of Real Estate Value No. 0131, 1995  
October 31  
Therese Mac Senstad  
County Auditor  
By Sherry Kupresson  
Deputy  
(reserved for mortgage registry tax payment data)

382851  
(reserved for recording data)

Date: October 24, 1995

THIS CONTRACT FOR DEED is made on the above date by Valery T. Ronnenberg, a single person, Seller (whether one or more), and Alan Senstad and Gloria Senstad, husband and wife, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchasers hereby buy, real property in Winona County, Minnesota, described as follows:

The Easterly One-half (Ely. 1/2) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Together with the stove and refrigerator on said premises at 863 East Broadway, Winona, Minnesota; for which items of personal property the Seller will deliver to the Purchasers a Bill of Sale therefor upon the completion of the payments hereinafter described.

together with all hereditaments and appurtenances belonging thereto (the Property).

→ **The seller certifies that the seller does not know of any wells on the above described real property.**

2. **TITLE.** Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
  - (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
  - (c) Building, zoning and subdivision laws and regulations;
  - (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
  - (e) The following liens or encumbrances: None
3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchasers' prompt and full performance of this contract, Seller shall:
- (a) Execute, acknowledge and deliver to Purchasers a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
    - (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
    - (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and
    - (iii) The following liens or encumbrances: None; and
  - (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at Winona, Minnesota, or as hereinafter directed, the sum of Thirty-Two Thousand and No/100ths Dollars (\$32,000.00), as and for the purchase price for the Property, payable as follows:

The amount of Three Hundred and No/100ths Dollars (\$300.00) on the date hereof, the receipt of which is hereby acknowledged, and the balance of Thirty-One Thousand Seven Hundred and No/100ths Dollars (\$31,700.00) as follows: The amount of Two Thousand and No/100ths Dollars (\$2,000.00) on principal on or before November 1, 1996; and the amount of Three Hundred and No/100ths Dollars (\$300.00) on the 1st day of December, 1995, and the amount of Three Hundred and No/100ths Dollars (\$300.00) on the 1st day of each and every month thereafter until the said balance of Thirty-One Thousand Seven Hundred and No/100ths Dollars (\$31,700.00) and the interest hereinafter provided for is fully paid and satisfied; with interest on the said balance of Thirty-One Thousand Seven Hundred and No/100ths Dollars (\$31,700.00) at the rate of Ten (10) percent per annum computed and payable monthly, the said interest to be paid on the 1st day of December, 1995, and on the 1st day of each month thereafter, the said interest to be first deducted from the said monthly installments of Three Hundred and No/100ths Dollars (\$300.00), and the balance of said monthly installments to be applied on principal.

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5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 1996 and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows: The Seller shall pay the real estate taxes due and payable in the year 1995.

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
- (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of Thirty-One Thousand Seven Hundred and No/100ths Dollars (\$31,700.00). If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.
8. DAMAGE TO THE PROPERTY.
- (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.
- (b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property

(the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8(a) above.

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9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

- (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.

14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
  - (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
    - (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
    - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
    - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

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CERTIFICATE OF RECORDING

State of Minnesota, County of Winona ss

I hereby certify that this instrument was recorded as microfilm document number 382851

on October 31, 1995 at 3:20 PM Fees paid: 19.50 RE

Robert J. Bamberg  
Winona County Recorder

Return to: LIBERA LAW OFFICE

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20. ADDITIONAL TERMS:

None

SELLER

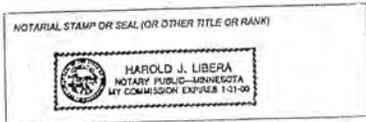
Valery T. Ronnenberg  
Valery T. Ronnenberg

PURCHASERS

Alan Senstad  
Alan Senstad  
Gloria Senstad  
Gloria Senstad

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF WINONA )

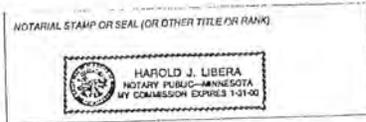
The foregoing instrument was acknowledged before me this 24th day of October, 1995, by Valery T. Ronnenberg, a single person.



Harold J. Libera  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF WINONA )

The foregoing instrument was acknowledged before me this 24th day of October, 1995, by Alan Senstad and Gloria Senstad, husband and wife.



Harold J. Libera  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

Alan Senstad and Gloria Senstad  
863 East Broadway  
Winona, MN 55987

THIS INSTRUMENT WAS DRAFTED BY:  
Libera, Libera & Bernatz  
Attorneys at Law  
125 Center Street, P.O. Box 101  
Winona, MN 55987  
(507)452-3246

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

EXHIBIT C

PURCHASE AGREEMENT

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between Winona Port Authority, Minnesota, a body politic and corporate under the laws of the State of Minnesota, Winona City Hall, 207 Lafayette Street, Winona, MN 55987, its successors and assigns (the "Port" or "Seller") and Habitat for Humanity Winona-Fillmore Counties, a nonprofit corporation under the laws of the State of Minnesota, 126 N. Baker Street, Winona, MN 55987 (the "Buyer"); (collectively the "parties").

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following:
  - a. **Real Property.** The Property located at 863 E. 6<sup>th</sup> Street in the City of Winona, Winona County, Minnesota, (PID No.32.430.0840); legally described on the attached Exhibit A (collectively the "Land"), together with (1) all buildings and improvements constructed or located on the Land and (2) all easements and rights benefiting or appurtenant to the Land and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the "Real Property").
  - b. **Personal Property:** All of the fixtures, if any, situated in or about the Real Property owned by Seller and relating to the use and operation of the Real Property ("Personal Property").
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property is Five Thousand and No/100ths (\$5,000.00) Dollars, which amount shall be paid as follows:
  - a. \$1,000.00 as earnest money; receipt of which is hereby acknowledged by Seller; and
  - b. \$4,000.00 paid on the Closing date.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a date mutually acceptable to Seller and Buyer, but no later than June 1, 2020 (the "Closing Date"). The Seller agrees to deliver possession not later than the Closing Date provided that all the contingencies and other terms and conditions contained in this Agreement have been complied with and satisfied. The Closing shall take place at Winona City Hall or the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties.
  - a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or

deliver to Buyer the following (collectively, "Seller's Closing Documents"):

- i. Quit Claim Deed. Attached hereto and made a part hereof as Exhibit B is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based. The Quit Claim Deed shall contain the following restrictions, covenants, and conditions:
  1. The Real Property herein conveyed shall be devoted to the following use: residential use.
  2. The Real Property shall be devoted to such intended use in accordance with the provisions of the Deed.
  3. The Buyer shall (a) ) commence work on those Improvements as provided in the Seller approved plans and specifications and this Purchase Agreement between Buyer and Seller (the "Improvements") within one year from the date the deed is recorded with the Office of the Winona County Recorder, and (b) shall devote the Real Property to its intended use, and (c) shall complete the Improvements and devote the Real Property to its intended use by December 31, 2021. If the Buyer fails to commence work on time or fails to devote the Real Property to its intended use, or fails to complete the Improvements and devote the Real Property to its intended use on time, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property legally described herein to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Real Property without the express written consent of Seller.

After the Buyer has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property submitted to the Seller, the Seller shall provide to Buyer a certificate of compliance / completion in recordable form within 30 days from the determination thereof by Seller.

Any transfer of title to the Real Property made pursuant to the provisions of this paragraph shall be made only to a person or

entity who demonstrates to the satisfaction of Seller that such person or entity has the ability to perform in place of Buyer.

4. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the Real Property are covenants running with the land.

ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.

iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.

iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.

b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):

i. Purchase Price. The Purchase Price, minus the earnest money, by check or wire transfer.

4. **CONDITIONS PRECEDENT**. The obligations of the Parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:

a. **Public Hearing**. Sale of the Real Property is contingent upon a determination by the Port as to the advisability of the sale; that the sale and conveyance are in the public interest, the best interests of the city or district and its people, and that the transaction furthers the Port's general plan of economic development and the aims and purposes of Minnesota Statutes, Sections 469.048 to 469.068, after a public hearing required by Minnesota Statutes, Section 469.065. The Parties understand and agree that the sale/purchase of the Real Property is contingent upon approval by the Board of Commissioners of the Port.

b. **Plans and Specifications**. Prior to the above public hearing required by Minnesota Statutes, Section 469.065, and pursuant to Minnesota Statutes, Section 469.065, subd. 7, the Buyer shall submit to the Seller for approval plans and specifications for the development of the Real Property, which approval by Port be in writing. The Buyer has submitted a proposal to purchase the Property for a residential redevelopment project (the "project"). Prior to the transfer of title of the Real Property, the Buyer shall submit to the Seller plans and specifications for the development of the Real Property; no transfer shall be made unless and until such plans are approved in writing by the Seller. The detail of the plans and

specifications shall be such as will enable the Seller to determine with reasonable certainty that the project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended residential use.

- c. **One-year deadline.** Pursuant to Minnesota Statutes, Section 469.065, subd. 5, the Real Property shall be devoted to its intended use or work on the Improvements to the Property to devote it to that use must be started within one year of the Closing Date, based upon the plans and specifications for the project approved by the Port.
- d. **Form of Quit Claim Deed.** Attached hereto and made a part hereof as Exhibit B is the form of the Quit Claim Deed required containing the terms, covenants, and conditions upon which the sale of the Real Property is based.

The conditions precedent and contingencies in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained, or any condition precedent not satisfied, by the Closing Date, this Agreement shall be null and void.

- 5. **CONDITIONS SUBSEQUENT.** In accordance with this Agreement, the Port approved plans and specifications, and the Quit Claim Deed, and applicable City Code, the Buyer shall obtain such permits or appropriate governmental approvals for the construction of the Improvements.
- 6. **PURCHASE, AS-IS.** The Real Property is being sold in an "as is" and with "all faults" condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. Buyer's acceptance of title to the Real Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated or will migrate from or to the Real Property.

a. For purposes of this Section, the following terms have the following meanings:

- i. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
- ii. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- iii. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

7. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.

8. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.

- a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.
- b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments due and payable at the time of the Closing Date or at any time thereafter that are related to the Real Property shall be paid entirely by the Buyer.
- c. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.
- d. **Other Costs.** All other operating costs of the Real Property will be paid by the Buyer as of the Closing Date.

- e. **Attorneys' Fees.** Buyer agrees to pay Seller's attorney's fees related to the acquisition of the Real Property from the State of Minnesota or any document related to the transaction described herein.

9. **TITLE EXAMINATION.**

- a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating the abstract, if any, or obtaining a new registered property abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to those encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.
- b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.
- c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:
  - i. Buyer may accept title to said Real Property subject to said objections; or
  - ii. Buyer may declare this entire transaction to be null and void, in which case, any earnest money shall immediately be returned to Buyer.

10. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.

11. **BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.

12. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the

requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

13. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
14. **NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Habitat for Humanity Winona-Tillamook Counties  
126 N. Baker Street  
Winona, MN 55987

If to Seller: Lucy McMartin, Community Development Director  
Winona Port Authority  
Winona City Hall  
207 Lafayette Street.  
Winona, MN 55987

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

15. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain any Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money, if any, will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon

such termination, the Earnest Money, if any, shall be refunded to Buyer and thereafter, neither Party shall have any further rights or obligations hereunder.

#### 16. MISCELLANEOUS PROVISIONS.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **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.
- d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other Party.
- e. **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.
- f. **Survival.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.
- g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other party in order to complete the transactions contemplated by this Agreement.
- h. **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

17. **SELLER'S TRANSACTION APPROVAL.** Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Board of Commissioners of the Winona Port

Authority Port. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

*Remainder of this page intentionally left blank.*

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

**SELLER:  
WINONA PORT AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Cichanowski, Its President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Steven Sarvi, Its Executive Secretary

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WINONA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Michael Cichanowski, as President, and Steven Sarvi, as Executive Secretary, for the Winona Port Authority, a body politic and corporate under the laws of the state of Minnesota, Seller.

\_\_\_\_\_  
Notary Public

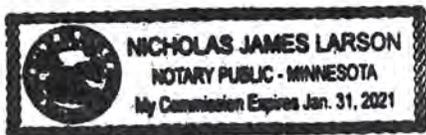
**BUYER: HABITAT FOR HUMANITY WINONA-FILLMORE COUNTIES**

By: *Amanda Hedlund*  
*Amanda Hedlund*  
Its: *Executive Director*

By: *Anne M. Olsen Wagner*  
*Anne M. Olsen Wagner*  
Its: *Board of Directors Chair*

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WINONA    )

This instrument was acknowledged before me on *February 28*, 2020, by *Amanda Hedlund* as *Executive Director* and *Anne M. Olsen Wagner* as *Board of Directors Chair* of Habitat for Humanity, a nonprofit corporation organized under the laws of the State of Minnesota, Buyer.



*Nicholas James Larson*  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
Phone: 651-225-8840

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The Easterly One-half (Ely  $\frac{1}{2}$ ) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

**EXHIBIT B**

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**

**eCRV number:** \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

FOR VALUABLE CONSIDERATION, the Winona Port Authority of Winona, Minnesota, a body politic and corporate under the laws of the State of Minnesota ("**Grantor**"), hereby conveys and quitclaims to Habitat for Humanity Winona-Fillmore Counties, a nonprofit corporation organized under the laws of the State of Minnesota ("**Grantee**"), real property in Winona County, Minnesota, legally described as:

The Easterly One-half (Ely ½) of Lot Four (4), Block Seven (7), Plat of Riverside Addition to Winona, being located upon and forming a part of the Southwest Quarter of the Northwest Quarter (SW ¼ of NW ¼) of Section Twenty-five (25), Township One Hundred Seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Subject to the following restrictions, covenants, and conditions:

1. The real property herein conveyed shall be devoted to the following use: residential.
2. The real property shall be devoted to such intended use by the Grantee in accordance with the provisions of this Deed.
3. The Grantee shall (a) commence work on those Improvements as provided in the Grantor approved plans and specifications and this Purchase Agreement between Grantee and Grantor (the "Improvements") within one year from the date the deed is recorded with the Office of the Winona County Recorder, and (b) shall devote the Real Property to its intended use, and (c) shall complete the Improvements and devote the Real Property to its intended use by December 31, 2021. If the Grantee fails to commence work on time or fails to devote the Real Property to its intended use, or fails to complete the Improvements and devote the Real Property to its intended use on time, title to the Real Property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the Real Property legally described herein to Grantor, who will then refund to Buyer the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title.

Notwithstanding the foregoing, Grantor may, at its option, consider an extension of time for good cause shown by Grantee. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Grantor to protect the public interest, and (c) during the period Grantee shall not transfer title to the Real Property without the express written consent of Grantor.

After the Grantee has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Grantor, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within 30 days from the determination thereof by Grantor.

Any transfer of title to the real property made pursuant to the provisions of this paragraph shall be made only to a party who demonstrates to the satisfaction of Grantor that such party has the ability to perform in place of Grantee.

4. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the real property are covenants running with the land.

The Grantor certifies that the Grantor does not know of any wells on the described real property.

Grantor

**Winona Port Authority**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Secretary

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF WINONA    )

This instrument was acknowledged before on \_\_\_\_\_, 20 \_\_, by Michael Cichinowski, as President, and Steven Sarvi, as Executive Secretary, for the Winona Port Authority, a body politic and corporate under the laws of the state of Minnesota, Grantor.

(Notary Seal)

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

TAX STATEMENTS FOR THE REAL  
PROPERTY DESCRIBED IN THIS  
INSTRUMENT SHOULD BE SENT TO:

Habitat for Humanity Winona-Fillmore  
Counties  
126 N. Baker Street  
Winona, MN 55987

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. B. Purchase Agreement – Habitat for Humanity 169 North Baker**

**DATE: March 12, 2020**

**ATTACHMENT: Winona County Tax Forfeited Property Application, MN Dept. of Revenue State Deed Application, Resolution and Purchase Agreement**

The Port Authority Commissioners held a public hearing on March 12, 2020 to consider the acquisition and subsequent sale of the tax forfeited property located at 169 N. Baker Street to Habitat for Humanity Winona – Fillmore Counties.

The proposed Habitat for Humanity development includes the razing of the existing garage and house followed by construction of a single family home for a low to moderate income family.

The purpose of the public hearing and review by the Port Authority was to determine whether it is in the best interest of Port and the community to acquire the tax forfeited property, to then proceed with the proposed sale. At the November 21, 2019 Port Authority meeting, staff was authorized to pursue a plan for the transaction and to bring forth a Purchase Agreement.

Following review of the Purchase Agreement, if Commissioners concur, a motion to approve the following resolution, Winona County Tax Forfeited Property Application, and Minnesota Department of Revenue Deed Application would be appropriate.

CITY OF WINONA, MINNESOTA  
WINONA PORT AUTHORITY  
RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION BY THE PORT AUTHORITY OF THE CITY OF WINONA, MINNESOTA,  
APPROVING THE SALE OF REAL PROPERTY IN WINONA, MINNESOTA, AND  
DISPENSING WITH REVIEW OF THE SALE BY THE WINONA PLANNING  
COMMISSION

WHEREAS, the Winona Port Authority (the "Port"), pursuant to Minnesota Statutes, Section 469.065, did place a notice, a copy of which with proof of publication is on file in the office of the Winona Port Authority, of a public hearing of the proposed sale of property owned by the Port in a legal newspaper, said hearing to be held to determine whether it is in the best interest of the Port district and the people thereof, and in furtherance of the general plan of the Port in the Port district to sell the land described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, The Port is in the process of acquiring the Property described in Exhibit A from the State of Minnesota through an application to purchase tax-forfeited land through Winona County's Tax-Forfeited Rehabilitation Program (the "Program"); and

WHEREAS The Port's acquisition of the Property through the Program for less than fair market value is authorized by Minn. Stat. § 282.01, subd. 1a (d) because the property is being acquired by the Port for the removal of blighted conditions that make the Property undesirable on the open market and for the development of affordable housing; and

WHEREAS, The Port is selling the Property to Habitat for Humanity Winona-Filmore Counties, 126 N. Baker Street, Winona, MN 55987 ("Habitat" or "Buyer") so that Habitat can develop the Property into affordable residential housing; and

WHEREAS, Pursuant to Minnesota Statutes, Section 469.065, subd. 7, a conveyance of the Property must not be made until the Buyer gives the Port plans and specifications for the project to develop the Property sold by the Port to the Buyer, and the Port must approve the plans and specifications in writing; and

WHEREAS, Habitat has submitted plans and specifications to the Port for consideration and approval, those plans and specifications provide for the construction of a single-family home on the Property, and said plans and specifications are attached hereto as Exhibit B; and

WHEREAS, the Buyer has agreed to obtain any such permit or governmental approvals as are necessary to complete construction of the residential structure in their written construction plans and specifications; and

- WHEREAS, the Port has investigated the facts of the proposed sale of said Property, the terms and conditions of said sale, received and reviewed the project plans and specifications, the proposed use of said Property, and the relation of the project use to the City of Winona and the Port district in general; and
- WHEREAS, the Buyer is willing to buy the Property from the Port for the purchase price of One Dollar and No/100th Dollars (\$1.00); and
- WHEREAS, at the closing of the sale of the Property to Buyer, Buyer has agreed to pay for all costs and fees associated with the Port's acquisition of the Property, including but not limited to fees paid to Winona County for acquisition of tax-forfeited property, recording fees and attorney's fees; and
- WHEREAS, there are two buildings currently on the Property that have been declared hazardous buildings (house and garage) pursuant to Minnesota Statutes Chapter 463 *et seq.*, and Habitat has agreed to remove the hazardous buildings promptly upon transfer of the Property from the Port; and
- WHEREAS, A draft purchase agreement has been prepared and is attached hereto as Exhibit C; and
- WHEREAS, in accordance with the attached draft Purchase Agreement, the Port and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the Board of Commissioners of the Port; and
- WHEREAS, if any transaction approval as provided in the Purchase Agreement is not obtained by the closing date stated in the Purchase Agreement, the Purchase Agreement shall then be null and void, without further obligation by either party; and
- WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the governing body its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and
- WHEREAS, the same statute further states, however, that the governing body may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.
- WHEREAS, the proposed conveyance of the Property, presented by the Buyer meets the terms and conditions set forth by the Winona Port Authority as its guide in determining if such proposals are in the best interest of the Port district and the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Winona Port Authority that:

1. The Board of Commissioners hereby finds, determines, and declares that it is in the best interest of the Port district and the people thereof and in furtherance of the general Port plan to sell the Property to the Buyer so that (1) the hazardous buildings located on the Property be removed and (2) the project detailed in the plans and specifications be completed.
2. The Board of Commissioners acknowledges and affirms that the attached purchase agreement, by its terms, will be null and void in the event title to the Property is not transferred to the Port from the State of Minnesota through the Winona County Tax-Forfeited Property Rehabilitation Program.
3. The Board of Commissioners hereby approves the project plans and specifications for the project as submitted by the Buyer and finds, determines and declares that the same are in the best interest of the Port district and the people thereof and in furtherance of the general Port plan.
4. The Board of Commissioners hereby finds that the proposed sale of the Property for the project has no relationship to the Winona Comprehensive Plan, and therefore review of the proposed sale by the Winona Planning Commission is not required under Minnesota Statutes, Section 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.
5. The actions of the Executive Secretary of the Winona Port Authority in causing public notice of the proposed sale and in describing the terms and conditions of such sale and project, which have been available for inspection by the public at the office of the Port Authority from and after the publication of the hearing, are in all respects ratified and confirmed.
6. The Property is being sold for \$1.00 in accordance with the terms and conditions contained in the Purchase Agreement.
7. The Board of Commissioners hereby approves the attached Purchase Agreement as to form and authorizes and directs the President and Executive Secretary to execute the Purchase Agreement substantially in the form hereby approved, allowing for minor or technical changes as determined by the City Attorney, and such other documents as are necessary to close on the sale of the Property by the Port to the Buyer. The Buyer shall record the requisite instruments of sale, as applicable, in the Office of the Winona County Recorder.

PASSED by the Board of Commissioners of the Port Authority of the City of Winona on this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

President

Attest:

---

Executive Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot Three (3), Block Three (3) of Randall's Addition to Winona, located upon and forming a part of the Northeast quarter (NE  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Seven (107), North of Range Seven (7), West of Fifth Principal Meridian.

**EXHIBIT B**

**PLANS AND SPECIFICATIONS FOR THE PROJECT**



*"Providing Effective Efficient Government"*

## Tax-Forfeited Property Rehabilitation Program

### PROPERTY APPLICATION

#### Proposed Project Property Information

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1. Property ID (PID): 32.405.0320
2. Property Address: 169 N. Baker Street, Winona, MN 55987

#### Organization Information

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3. Organization Name: Port Authority of Winona
4. Address: 207 Lafayette Street; PO Box 378  
Winona, MN 55987

5. Primary Contact:

Name: Nick Larson

Title: Community Development Specialist

Phone: 507.457.8250

E-mail: NLarson@ci.winona.mn.us

#### Project Proposal Information

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6. Purchase price needed to acquire property: \$1.00
7. Provide an itemized estimate of costs to rehabilitate the property. The estimate must include information documenting the purchase price needed to acquire the property to the extent it is less than fair market value.

The Port Authority of Winona would like to purchase tax forfeited land for less than market value for the purpose of removing blight and constructing affordable housing through the transfer of the property from the Port Authority of Winona to Habitat for Humanity Winona-Fillmore Counties, who has an affordable housing plan for the specified tax forfeited property.

It is necessary to purchase the property below market value to contain total development costs due to ever increasing material and labor costs. The property is in violation of the City of Winona ordinance 32.01 (22) v Unsafe or Unhealthy Building due deterioration to the roof of both the home and garage; resulting in the need for both the garage and home to be razed. In addition to the below market purchase price, the City of Winona is waiving liens and special assessments to ensure the economic feasibility of the newly constructed single family home is affordable to a low to moderate income family.

The plan is to construct a two-story single-family home 30' wide x 50' deep with a detached single car garage, if allowable by code. If Habitat ends up with a smaller partner family, the home could be one level and a smaller footprint depending on the family's needs.

Please see the attached costs, blue prints, and elevations for a prior housing project built on a similar sized parcel, which would serve as a model for the proposed project.

8. Describe the funding sources for the project. Provide proof of funds for completing the project.

- Initial purchase will be by the Port Authority of Winona from the Port Authority's general fund.
- The property will then be transferred to Habitat for Humanity for the initial purchase price the Port Authority of Winona paid, plus any legal, recording, administrative fees, etc.
- The Habitat for Humanity Board has approved to purchase the property from the Port Authority of Winona.
- Funding to complete the construction of the single-family home will come from a variety of sources, including payments Habitat for Humanity currently receives from existing mortgages, proceeds from ReStore sales, volunteer labor, sponsorships, donations, and other fundraising activities.

9. Provide a project timeline, and projected occupancy date.

Family selection will begin in the summer of 2020; construction will begin in the fall of 2020, and the project occupancy date in the summer of 2021.

10. Explain how the organization plans to rehabilitate the property to provide affordable housing or improve a blighted area.

Minnesota State Statutes Section 282.01, subdivision 1a, paragraph (d) provides tax-forfeited land to be sold by the County Board to an organized governmental subdivision of the state for less than market value if 1) the County Board determines that the reduced price is necessary to incentivize a governmental subdivision to correct blight or create affordable housing; and 2) the governmental subdivision has documented a specific plan for correcting blight or affordable housing.

The Port Authority of Winona has housing powers and under Minnesota Statutes Section 469.012, subdivision 1a (g) (1) (2) has the authority to acquire real property to provide decent, safe, and sanitary housing for persons of low and moderate income. The Port Authority of Winona would

acquire the property and not be held liable for the real property described above during the holding period and conveyance periods. The Port Authority will then transfer title to Habitat for Humanity to construct a single-family home to be sold to a household of low to moderate income, an activity the Port Authority of Winona is unable to do itself, will help promote a legitimate public purpose.

The proposed housing plan will take what is currently under-utilized and non-revenue generating land into safe, decent, and affordable housing for the community.

11. Please explain the manner in which the organization will ensure the property, once rehabilitate, will remain affordable, and how long the property will remain affordable.

Habitat for Humanity homes are built to the partner family's needs, and they must be categorized as decent and affordable. Habitat for Humanity's housing plan will accomplish this as evidenced by the Habitat for Humanity built home located at 376 Minnesota Street.

Habitat for Humanity partners with individuals and families from the application period, through construction, to until the keys are given to the new homeowner. By working together from start to finish, Habitat for Humanity help households prepare for homeownership, including learning about finances, mortgages, property maintenance and upkeep, and more.

Habitat for Humanity's path to homeownership is an in-depth process, which ensures the long-term success of Habitat for Humanity homeowners. Homeowners must be active participants in building a better home and future for themselves and their family members. Every Habitat for Humanity home is an investment for a family and the community.

- Prospective Habitat for Humanity homeowners must demonstrate a need for safe, affordable housing.
- Partner families work with Habitat for Humanity to build their home through investing 325 hours of sweat equity.
- Partner families must be able and willing to pay an affordable mortgage. The mortgage payments then cycle back into the community to construct more affordable housing.

Once the property is transferred to Habitat for Humanity and the single-family home is constructed using Habitat for Humanity's model, the home will be sold to a partner family earning between 30% and 80% of area median income. Habitat for Humanity will then provide the partner family with a 30-year, interest free mortgage with a monthly mortgage payment of no more than 30% of the household's gross monthly income. The mortgage is guaranteed to be interest-free unless the homeowner defaults on the mortgage. Also to ensure the affordability of the home, Habitat for Humanity builds smaller and energy efficient homes to reduce the cost of materials and labor, thus keeping the sale price, maintenance, and utility costs lower.

Additionally, to ensure the property remains affordable for a long period of time, Habitat for Humanity has the first right of refusal to buy the property back and sell the home to a new Habitat for Humanity partner family earning between 30% and 80% of area median income.

Attachments:

- Port Authority of Winona November 21, 2019 agenda and meeting minutes
- Itemized estimate budget: 169 N. Baker Street construction costs and blueprints of similar project
- Proof of Funds: Habitat for Humanity
- Minnesota Department of Revenue Application for State Deed for Tax-Forfeited Land
- Wetland Certification Form
- Legal Description
- Contract for Deed (document # 359354) stating a Well Certificate received for the described property



*"Providing Effective Efficient Government"*

The Undersigned certifies that (1) He/She has read through this entire application, and understands its content; (2) He/She is legally authorized to represent the organization identified above with respect to all transactions pertaining to this application and all matters related to it; (3) Any and all actions by the undersigned is/are legally binding on the principal(s) and the organization being represented; (4) to the best of his/her knowledge and belief, the organization identified above has/have complied, or will be able to comply with all of the requirements of the regulations which are a prerequisite to participation in the program; (5) the principal(s) of the organization identified above are familiar with the specific provisions of the Right to Financial Privacy Act of 1978 which may apply to this program; (6) the principal(s) is/are aware that disclosure of certain financial information will be required by the County in the course of processing the application; (7) to the best of his/her knowledge and belief, no information or data contained herein or in the exhibits or attachments submitted herewith, are in any way false or incorrect.

The Undersigned understands and agrees that (1) pursuant to the regulations and the related requirements of Winona County, the organization identified above, nor anyone authorized to act on its behalf, will decline to sell any of the property or housing which it might subsequently receive pursuant to this program, identified herein, to a prospective purchaser based on race, color, creed, religion, national origin, sex, marital status, familial status, disability, public assistance, age, sexual orientation, or local human rights commission activity; (2) the organization identified above will comply with all federal, state and local laws and ordinances prohibiting discrimination; (3) failure or refusal to comply with the requirements of either (1) or (2) or knowing submission of false and/or incorrect data in connection with participation in this program shall constitute a sufficient basis for the Winona County Auditor-Treasurer to take remedial action that may be appropriate; (4) failure to complete the rehabilitation of the tax forfeited property and complete a transfer of the property to a client of the organization needing affordable housing within a two (2) year period after obtaining title and possession of the property may constitute a sufficient basis for the Winona County Auditor-Treasurer to take remedial action that may be appropriate.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Michael Cichanowski, Winona Port Authority President**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Stephen T. Sarvi, Winona Port Authority Executive Secretary**



207 Lafayette Street  
P.O. Box 378  
Winona, MN 55987-0378  
(507) 457-8250  
www.portofwinona.com

Mile 725 Upper Mississippi

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## AGENDA

**DATE:** November 21, 2019  
**TIME:** 4:00 P.M.  
**PLACE:** Council Chambers, City Hall

1. **CALL TO ORDER - APPROVAL OF MINUTES**

Approval of the minutes from the September 12, 2019 Meeting

2. **REMARKS BY PRESIDENT**

Alliant Castings Infrastructure Grant was awarded to the City of Winona.

3. **NEW BUSINESS**

**A. Flyway Trail- Bridging the Bluffs**

Representatives from the Bridging the Bluffs Campaign will be presenting to the Port Authority. They are raising capital to facilitate the Flyway Trail link between Winona and Wisconsin.

**B. Feasibility and Needs Assessment-Hotel 60 Main**

Staff will present a summary of the Feasibility and Needs Assessment for a hotel at the 60 Main Site in Downtown Winona.

**C. Tax Forfeited Property- Habitat**

Staff is working with Winona County and Habitat for Humanity to reuse a tax forfeited property for affordable housing. If Commissioners concur, a motion to authorize staff to pursue a plan for acquisition would be appropriate. A Purchase Agreement would be brought back to the Port Authority.

4. **FINANCIAL REPORTS**

5. **ADJOURNMENT**

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. C. Tax Forfeited Property – Habitat for Humanity**

**DATE: November 21, 2019**

The City, Winona County and Habitat for Humanity have been working together on a dilapidated tax forfeited home located at 169 North Baker. The roof is collapsed and has extensive water damage. The Inspection Department has inspected the property and has ordered the nuisances be repaired to the property, however the most appropriate action may be to raze the structures (home and garage) and utilize the lot (40' x 137') for affordable housing.

In discussions with the three parties, all are in agreement that a sale of the property will be for less than market value for the public purpose of constructing affordable housing. The Port Authority may be in the best position to assist in the transfer of the property due to Statutes and Laws regarding the sale of tax forfeited property in Minnesota.

The Port Authority would promote a public purpose by acquiring the property at less than market value, and then transfer title to Habitat for Humanity for the same price. We anticipate the cost to be \$1.00 plus any legal, recording, administrative fees, etc. Habitat would be responsible for demolition of the structure and could then construct an affordable single family home for sale.

The Port Authority has a history of working on housing needs in the City of Winona. They funded the housing study showing the need and demand for affordable single family homes in Winona. The Port Authority was also a partner with Habitat for Humanity in the development of Jimmy Carter Place.

If Commissioners concur, a motion to authorize staff to pursue a plan for the transaction and bring forth a Purchase Agreement at a future meeting would be appropriate.

# PORT AUTHORITY OF WINONA MINUTES

DATE: November 21, 2019

PRESENT: Commissioners: Cichanowski, Johnson, Thurley, Borzyskowski, Gorman and Executive Secretary Sarvi

ABSENT: Commissioners Hansen and Lucas

STAFF PRESENT: Director of Community Development Lucy McMartin, Finance Director Mary Burrichter, Park Recreation Director Chad Ubl, and Development Coordinator Myron White

## 1. CALL TO ORDER – APPROVAL OF MINUTES

The meeting was called to order at 4:00 PM by Commission President Cichanowski. A motion was made by Commissioner Thurley and seconded by Commissioner Borzyskowski to approve the September 12, 2019 minutes. The motion carried with all Commissioners present voting aye.

## 2. REMARKS BY PRESIDENT

President Cichanowski reported that the Port had been awarded an Innovative Business Public Infrastructure Grant in the amount of \$250,000 from the Department of Employment and Economic Development. Thanks to Myron White, Development Coordinator, who worked on this.

## 3. NEW BUSINESS

### A. Flyway Trail: Bridging the Bluffs

David Schmidt & Ellen Hungerholt representing the Flyway Trail made a request of \$20,000 to support the \$1.2 million capital fundraising campaign to construct the Wisconsin Flyway Trail. The proposed Port Authority funding would help make the connection from Winona to Wisconsin's Great River Trail. Mr. Schmidt fielded several questions regarding project timing, the physical connection to the trail and other sources of funding for the trail. Chad Ubl of Park & Recreation spoke about the Latsch Island connection to the trail.

The issue was tabled with the understanding that a clearer picture of the use of proposed Port Authority funds being targeted to the City portion of the path would be presented at the Port's December 12<sup>th</sup> meeting.

### B. Feasibility and Needs Assessment: Hotel-60 Main

Director of Community Development McMartin provided an Executive Summary/Overview of the 60 Main hotel study conducted by Newmark, Knight, Frank. One item highlighted since the initial 60 Main RFP was that "demand generators" had changed over the past couple of years. The

conclusion of the study was that a 60 room moderately priced hotel facility could work at the 60 Main location. It is important to note that the study is specific to the 60 Main site.

The next step will be to review the upcoming Downtown Strategic plan and see how 60 Main fits into Downtown's future. No action was taken; further direction will come upon Strategic Plan review

**C. Tax Forfeited Property: Habitat for Humanity**

Director of Community Development McMartin reported that a Winona property has undergone tax forfeiture. The strategy proposed is the property could be sold to the Port Authority with the understanding that the property would then be transferred to Habitat for Humanity. Director McMartin requested permission to approve the concept and move forward to present a plan for acquisition.

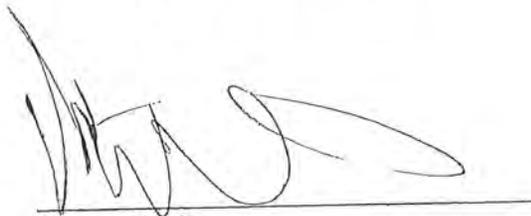
A motion was made by Commissioner Borzyskowski and seconded by Commissioner Thurley to move forward with such a plan. The motion carried with all Commissioners present voting aye.

**4. FINANCIAL REPORT**

Finance Director Burrichter indicated there were no unusual expenses or revenues.

**5. ADJOURNMENT**

A motion was made and seconded to adjourn the meeting. The meeting was adjourned at 4:35 PM.



Myron White  
Development Coordinator



Mike Cichanowski  
President

Itemized estimate of construction for 169 N. Baker: Page 1

| Cost code          | Item               | Cost         |
|--------------------|--------------------|--------------|
| Flooring           | 3/4" plywood       | \$ -         |
| Appliance          | Appliance          | \$ 4,000.00  |
| Insulation         | Attic Insulation   | \$ 1,200.00  |
| Landscaping        | Backfill           | \$ 1,500.00  |
| Framing            | Basement Beam      | \$ -         |
| Disposal           | Disposal           | \$ 3,000.00  |
| Doors              | Door Knob          | \$ 500.00    |
| <b>Concrete</b>    | Driveway           | \$ 4,500.00  |
| Drywall            | Drywall            | \$ 2,500.00  |
| Drywall Finish     | Drywall Finish     | \$ 6,500.00  |
| Electrical         | Electrical         | \$ 10,000.00 |
| Excavting/Plumbing | Excavting/Plumbing | \$ 15,000.00 |
| Doors              | Exterior Doors     | \$ 2,500.00  |
| Paint              | Exterior Paint     | \$ 240.00    |
| ICFs               | Fastener           |              |
| Flooring           | Floor System       | \$ -         |
| Flooring           | Flooring           | \$ 3,000.00  |
| Concrete           | Foam               | \$ 1,600.00  |
| Footings           | Footings           | \$ 1,200.00  |
| Concrete           | Garage Concrete    |              |
| Doors              | Garage Doors       |              |
| Garage Walls       | Garage Walls       | \$ 1,200.00  |
| Gutters            | Gutters            | \$ 800.00    |
| HVAC               | HVAC               | \$ 20,000.00 |
| ICFs               | ICF Concrete       | \$ 3,000.00  |
| ICFs               | ICFs               | \$ 15,000.00 |
| Concrete           | Int. Concrete      | \$ 2,400.00  |
| Doors              | Interior Doors     | \$ 3,000.00  |
| Interior Finish    | Interior Finish    | \$ 1,500.00  |
| Paint              | Interior Paint     | \$ 800.00    |

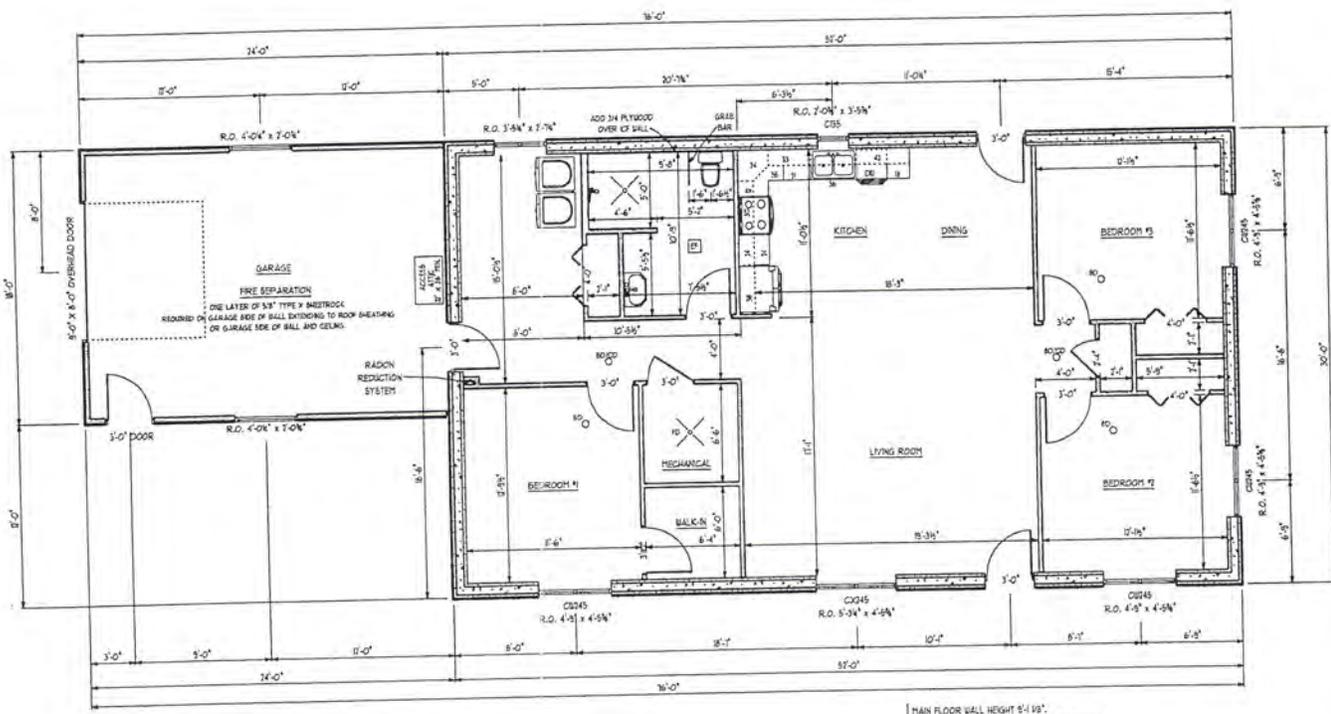
Itemized estimate of construction for 169 N. Baker: Page 2

|                       |                             |    |           |
|-----------------------|-----------------------------|----|-----------|
| Concrete              | Interior Rock/Concrete prep | \$ | 1,000.00  |
| Framing               | Interior Walls              | \$ | 2,500.00  |
| Kitchen Cabinets      | Kitchen Cabinets            | \$ | 4,000.00  |
| Landscaping           | Landscaping/Trees           | \$ | 2,500.00  |
| Lights                | Lights                      | \$ | 700.00    |
| Fasteners             | Misc. Fasteners             | \$ | 500.00    |
| Permits               | Permit                      | \$ | 1,500.00  |
| Concrete              | Plastic                     | \$ | 400.00    |
| Plumbing              | Plumbing                    | \$ | 9,000.00  |
| ICFs                  | Pumpx3                      | \$ | 2,250.00  |
| Rental                | Rental                      | \$ | 1,000.00  |
| Roofing               | Roof Package/Trusses        | \$ | 7,000.00  |
| Roofing               | Sheething                   | \$ | 750.00    |
| Interior Finish       | Shelving                    | \$ | 500.00    |
| Roofing               | Shingles, paper and D Edge  | \$ | 3,500.00  |
| Exterior Finish       | Siding                      | \$ | 4,000.00  |
| Exterior Finish       | Sofit & Fascia              | \$ | 750.00    |
| Framing               | Steps                       | \$ | -         |
| Footings              | Sump Pump system            | \$ | 500.00    |
| Temp Services         | Temp Services               | \$ | 2,500.00  |
| Flooring              | Tiles                       | \$ | 1,000.00  |
| Interior Finish       | Trim                        | \$ | 1,000.00  |
| Windows               | Windows                     | \$ | 3,000.00  |
| Demolition            |                             | \$ | 15,000.00 |
| Parcel purchase price |                             | \$ | 1.00      |

\$ 169,791.00

10% \$ 16,979.10

TOTAL \$ 186,770.10



MAIN FLOOR WALL HEIGHT 8'-1 1/2".  
 TOP OF WINDOWS APPROX. T-0" UNLESS NOTED.  
 DRAIN WITH ANDERSON 400 SERIES WINDOWS.  
 VERIFY ALL ROUGH OPENINGS.  
 TRUSS SUPPLIER TO VERIFY ALL HEADERS.  
 WALL AREA DIMENSION TO EDGE OF STUDS.  
 EXTERIOR WALL INCLUDE SHEATHING.  
 ICF WALL TO EDGE OF BLOCK.

**BECHER HOME DESIGNS**  
 407 x 107  
 307  
 101 E. 10th St., Winona, MN 55991  
 507-265-1101

Although every effort has been made by the Designer to ensure the accuracy of these plans, the user is advised to verify all details, and the user is responsible for the use. Discrepancies should be immediately brought to the designer's attention. Builder / General Contractor is responsible for all structure specifications and is expected to build to code.

**HABITAT FOR HUMANITY**  
 OFFICE 651-0003  
 JOHN COSCROGAN 33-0024

376 MINNESOTA STREET WINONA, MN

|                |              |
|----------------|--------------|
| START DATE     | 3-28-14      |
| REVISION DATES |              |
| 4-14           | 4-3-14       |
| SCALE          | 1/4" = 1'-0" |
| SOFT           | 860          |
| INTERIOR SQFT  | 1409         |

**MAIN FLOOR PLAN**



**BECHER HOME DESIGNS**  
 1-800-333-3333  
 1075 45TH AVE  
 PAT BECHER  
 1075 45TH AVE  
 BECHERHCD.COM

Although every effort has been made by the Designer to ensure the accuracy of these plans, the owner or General Contractor must check all dimensions and verify all details, and be solely responsible for the same. Discrepancies should be immediately brought to the Designer's attention. Builder's dimensions prevail in the event of a conflict. Specifications not indicated are to be standard.

**HABITAT FOR HUMANITY**  
 JOHN CONCORAN  
 OFFICE  
 451-600-0333  
 33-0754

376  
 MINNESOTA  
 STREET  
 WINONA, MN

|                    |               |
|--------------------|---------------|
| START DATE         | 2-28-14       |
| REVISION DATES     |               |
|                    | 4-1-14 8-8-14 |
| SCALE              | 1/4" = 1'-0"  |
|                    | 1/2" = 1'-0"  |
| INTERIOR ELEVATION |               |
| <b>ELEVATIONS</b>  |               |



We build strength, stability, self-reliance *and* shelter.

January 3, 2020

Dear Winona County board members,

Thank you so much for the opportunity to submit an application to develop the parcels at 169 North Baker Street and 863 East Broadway Street for affordable housing units. As requested, here is background information on how we manage our finances for this purpose.

Habitat for Humanity Winona-Fillmore Counties earns and receives funding for home construction activity from a variety of sources. These include payments on our 38 existing Habitat for Humanity mortgages, proceeds from ReStore sales of gently used and new building materials and furniture, sponsorships restricted to the purpose of building homes, donations through major gifts and our annual fundraising dinner, and other fundraising activities.

Our organization is strong and vibrant. Our mortgage portfolio performance is strong compared to the industry standard. ReStore sales are 50% ahead of budgeted revenue for the year. Sponsorships for the construction of these homes have already begun to come in and we have \$35,000 committed. We are planning the largest fundraising event in our history.

We believe that in this exciting time of growth Habitat for Humanity is well positioned to be an excellent partner in developing affordable housing together with the County, the Port Authority, and the City of Winona.

If you have any questions about the application or about our financial situation, please call or email Amanda anytime. We look forward to the conversation.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Hedlund".

Amanda Hedlund  
Executive Director  
(507) 458-9370 | [director@habitatwinona.org](mailto:director@habitatwinona.org)

A handwritten signature in blue ink that reads "Anne Olsen Wagner".

Anne Olsen Wagner  
Board Chair

**Board members:**

Anne Wagner, Chair  
Rick Spitzer, Vice Chair  
Matt Becker, Treasurer  
Debbie Owen, Secretary  
Christine Beech  
Laura Eddy  
Carlos Espinosa

Kevin Fitzgerald  
Julie Kosidowski  
Janell Linville  
Angie Modjeski  
Bert Mohs  
Jonelle Moore  
Steve Napieralski

Jay Sadowski  
Chad Ubl  
Sandy Villard

**Application for State Deed for Tax-Forfeited Land**

In Winona County

**Type of Acquisition**

- Purchase (Minn. Stat. § 282.01, subd. 1a, par. (b) or subd. 3 or subd. 7a)
- Remove Blight/Afford. Housing (Minn. Stat. § 282.01, subd. 1a, par. (d))
- Conservation-related usage (Minn. Stat. § 282.01, subd. 1a, par. (h))
- Repurchase (Minn. Stat. § 282.012; Minn. Stat. § 282.241)
- Financed (Minn. Stat. § 282.01, subd. 6)
- Conditional Use Deed (Minn. Stat. § 282.01, subd. 1a, par. (e)) - Conditional Use Deed Supplement required -
- Failure to convey to city or association (Minn. Stat. § 282.01, subd. 1a, par. (f) or (g))
- Replacement for Lost/Destroyed Deed (Minn. Stat. § 282.33)
- Release (State Agencies only) (Minn. Stat. § 282.01, subd. 1a, par. (c))
- School Forest Deed (Minn. Stat. § 282.01, subd. 1a, par. (j)) - School Forest Deed Supplement required -
- Land Exchange (Minn. Stat. § 94.344)
- Authorized by statute or special law (include citation)

Correction

Is this application intended to correct a previous deed?  Yes (Complete this section)  No (Skip this section)

State deed number of original & date issued: \_\_\_\_\_

Information being corrected:  Grantee's name  Legal description  Other: \_\_\_\_\_

Was this state deed recorded?  Yes  No

Recording Date: \_\_\_\_\_ Recording Number: \_\_\_\_\_

(If the state deed was not recorded, please return the original state deed with this application.)

Applicant (Grantee)

Name(s) of Applicant(s) Port Authority of Winona

Address of Applicant PO Box 378

City Winona State MN Phone Number or Email of Applicant (507)457-8250

Zip Code 55987

**Ownership** Please check the appropriate box below:

Single ownership  Co-ownership: joint tenancy  Co-ownership: tenancy in common  Co-ownership: other

Date of auditor's certificate of forfeiture \_\_\_\_\_ Date tax-forfeited land was sold (required for purchase and repurchase) \_\_\_\_\_

Date purchase price was paid in full (if applicable) \_\_\_\_\_ Purchase price (if applicable) \$1.00

Property Information

Legal description of property: (Please email longer legal descriptions to [toddeeds@state.mn.us](mailto:toddeeds@state.mn.us))  All or part of the described real property is Registered (Torrens)

**LOT THREE (3), BLOCK THREE (3) OF RANDALL'S ADDITION TO WINONA, LOCATED UPON AND FORMING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ONE HUNDRED SEVEN (107), NORTH OF RANGE SEVEN (7), WEST OF THE FIFTH PRINCIPAL MERIDAN.**

**Wells** Please check the appropriate box below:

There are one or more wells on this property.  There are no wells on this property.  No change since last well certificate. (If wells disclosure certificate has been electronically filed, please list WDC number: \_\_\_\_\_)

**Wetland Certification**

The wetland certification form has been completed and attached to this application.

Replacement

Complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.

The applicant is (check the appropriate box):  the grantee named in the original deed  the grantee's successor

If the applicant is the grantee's successor, please state the name of the grantee in the original deed (otherwise leave blank): \_\_\_\_\_

Date that unrecorded state deed was issued \_\_\_\_\_ State Deed Number (if known) \_\_\_\_\_

Attach a statement of reasons in support of allegations that said deed has been lost or destroyed before it was recorded (please be specific).

**Certification**

All applications require the signature of the county auditor, date of the signature and raised county seal below. Applications for Replacement Deeds will require the signature of the applicant.

Please provide the information below as it corresponds to the type of acquisition selected on the front of the form.

**Blight/Affordable Housing**

**Auditor to complete this section only if "Remove Blight/Afford. Housing" is selected above as the type of acquisition.**

The County Board, or its delegate, of Winona County, Minnesota, has reviewed the application of Port Authority of Winona dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance of certain tax-forfeited land described therein. The county board has determined that: (1) a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market or the reduced price will lead to the development of affordable housing; and (2) the governmental subdivision or state agency has documented its specific plans or correcting the blighted conditions or developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

**Conservation**

**Auditor to complete this section only if "Conservation-related usage" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance of certain tax-forfeited land described therein. The county board has determined that a sale at a reduced price is in the public interest for (select one):  
 \_\_\_ (1) creation or preservation of wetlands; or  
 \_\_\_ (2) drainage or storage of storm water under a storm water management plan; or  
 \_\_\_ (3) preservation, or restoration and preservation, of the land in its natural state.

**Failure to Convey**

**Auditor to complete this section only if "Failure to convey to city or association" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_, a (check one)  governmental subdivision /  common interest community, dated \_\_\_\_\_, 20\_\_\_\_, for the free conveyance, due to a prior failure to convey which was duly certified, of certain tax-forfeited land described therein, and recommends that this application be granted.

**Conditional Use Deed**

**Auditor to complete this section only if "Conditional Use Deed" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, has reviewed the application of \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, for the conveyance for an authorized public use of certain tax-forfeited land described therein, and recommends that this application be granted.

**School Forest**

**Auditor to complete this section only if "School Forest Deed" is selected above as the type of acquisition.**

The County Board, or its delegate, of \_\_\_\_\_ County, Minnesota, and the Commissioner of Natural Resources has reviewed the application of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ for the conveyance for a school forest of certain tax-forfeited land described therein, and recommends that this application be granted.

**Replacement**

**Auditor to complete this section only if "Replacement for Lost/Destroyed Deed" is selected above as the type of acquisition.**

The property described herein was duly bid in for the state for taxes payable in the year \_\_\_\_\_, delinquent \_\_\_\_\_; and became forfeited to the State of Minnesota on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Sign, Seal and Date Here**

I certify that the above information is true and correct, the county board has taken the official action required under Minnesota Statute § 270C.88, and that therefore conveyance by state deed of the real property described above should be executed by the Commissioner of Revenue to the above named applicant(s) as required by Minnesota Statutes, Chapter 282.

Signature of County Auditor \_\_\_\_\_ County

Date of Signature of County Auditor \_\_\_\_\_

Applicant Signature (Replacement Deed Only) \_\_\_\_\_

Date of Applicant Signature (Replacement Deed Only) \_\_\_\_\_

(seal is required if application is mailed in)

## Wetland Certification Form

TO: Commissioner of Revenue  
Minnesota Department of Revenue

RE: Sale of Tax-forfeited Land Described As:

LOT THREE (3), BLOCK THREE (3) OF RANDALL'S ADDITION TO WINONA, LOCATED UPON AND FORMING A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-ONE (21), TOWNSHIP ONE HUNDRED SEVEN (107), NORTH OF RANGE SEVEN (7), WEST OF THE FIFTH PRINCIPAL MERIDIAN.

Pursuant to Minnesota Statutes, sections 103F.535, subdivision 1, and 282.018, subdivision 2, as amended, and the procedures issued by the Department of Natural Resources and by the Board of Water and Soil Resources, I have reviewed the available data concerning the lands described above and have determined that the deed does not require a restrictive covenant because:

- The land is in a platted subdivision. (Auditor's plats are not deemed platted subdivisions for the purpose of this procedure.)
- The conveyance is a transfer to correct errors in legal descriptions or grantees.

OR

- Neither of the above statements apply to this parcel; therefore, the deed for this parcel must include a restrictive covenant prohibiting enrollment of this parcel in a state funded program providing compensation for conservation of marginal lands or wetlands.

If you have any questions or comments concerning this determination please contact:

Carlos Espinosa \_\_\_\_\_, telephone number 507/457-8250

  
\_\_\_\_\_  
SIGNED

12/19/19  
\_\_\_\_\_  
DATE

City Planner/Winona City Wetland Coordinator Winona

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COUNTY

Email to: [toddeeds@state.mn.us](mailto:toddeeds@state.mn.us)

169 N. Baker Street, Winona, MN 55987 with ID# 32.405.0320

Real property in Winona County, Minnesota, described as follows:

LOT THREE (3), BLOCK THREE (3) OF RANDALL'S ADDITION TO WINONA, LOCATED UPON AND FORMING A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-ONE (21), TOWNSHIP ONE HUNDRED SEVEN (107), NORTH OF RANGE SEVEN (7), WEST OF THE FIFTH PRINCIPAL MERIDIAN.

Well Certificate received

No delinquent taxes and transfer entered; Certificate of Real Estate Value (✓) filed ( ) not required  
Certificate of Real Estate Value No. 0007496

Dated: April 26, 1993

Chris Macher  
County Auditor

By Kim Logg  
Deputy

STATE DEED TAX DUE HEREON: \$ 115.50

Date: April 13/74, 1993

FOR VALUABLE CONSIDERATION, Ardyth A. Cole, an unmarried widow; Donna Mahlum and David Mahlum, wife and husband, Grantors, hereby convey and warrant to Michael G. Stremcha, Grantee, real property in Winona County, Minnesota, described as follows:

Lot Three (3), Block Three (3) of Randall's Addition to Winona, located upon and forming a part of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section Twenty-one (21), Township One Hundred Seven (107), North of Range Seven (7), West of the Fifth Principal Meridian.

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

~~The Sellers certify that the Sellers do not know of any liens on the described real property.~~

Ardyth A. Cole

By Donna Mahlum  
Donna Mahlum  
Her Attorney-in-Fact

23535

County Conservation Fee  
Audrey Sieracki, Co. Treas.  
Carol A. Decker  
By Deputy

Donna Mahlum  
Donna Mahlum

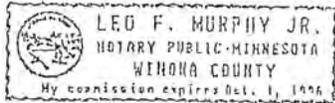
David Mahlum  
David Mahlum

359854

STATE OF MINNESOTA DEPT OF TAXATION  
DEED STAMP #57211 TAX 115.50

STATE OF MINNESOTA }  
COUNTY OF WINONA } ss.

The foregoing instrument was acknowledged before me this 19th day of April, 1993, by Donna Mahlum, Attorney-in-Fact for Ardyth A. Cole, an unmarried widow, Grantor.

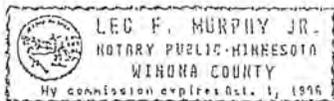


Leo F. Murphy Jr.  
Notary Public  
Winona County, Minnesota  
My commission expires:

359354

STATE OF MINNESOTA }  
COUNTY OF WINONA } ss.

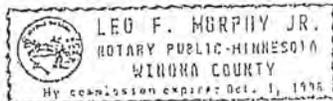
The foregoing instrument was acknowledged before me this 19th day of April, 1993, by Donna Mahlum, wife of David Mahlum, Grantor.



Leo F. Murphy Jr.  
Notary Public  
Winona County, Minnesota  
My commission expires:

STATE OF MINNESOTA }  
COUNTY OF WINONA } ss.

The foregoing instrument was acknowledged before me this 19th day of April, 1993, by David Mahlum, husband of Donna Mahlum, Grantor.



Leo F. Murphy Jr.  
Notary Public  
Winona County, Minnesota  
My commission expires:

THIS INSTRUMENT DRAFTED BY:  
Leo F. Murphy, Jr., Esq.  
64-68 E. 4th Street  
P.O. Box 310  
Winona, MN 55987-0310

SEND TAX STATEMENTS TO:  
Michael G. Stremcha

### Certificate of Recording

State of Minnesota, County of Winona ss

359354

I hereby certify that this instrument was recorded as microfilm document number

on April 26, 1993

at 9:40 AM

Fees paid: 17.00 RE  
10.00 WDC

Sandy Pelland, Deputy  
Robert J. Bambenek  
Winona County Recorder

Return to: MERCHANTS NATIONAL BANK

EXHIBIT C  
PURCHASE AGREEMENT

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Winona Port Authority, Minnesota, a body politic and corporate under the laws of the State of Minnesota, Winona City Hall, 207 Lafayette Street, Winona, MN 55987, its successors and assigns (the "Port" or "Seller") and Habitat for Humanity Winona-Fillmore Counties, a nonprofit corporation under the laws of the State of Minnesota, 126 N. Baker Street, Winona, MN 55987 (the "Buyer"); (collectively the "parties").

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following:
  - a. **Real Property.** The Property located at 169 N. Baker Street, City of Winona, Winona County, Minnesota, (PID No. 32.405.0320); legally described on the attached Exhibit A (collectively the "Land"), together with (1) all buildings and improvements constructed or located on the Land and (2) all easements and rights benefiting or appurtenant to the Land and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the "Real Property").
  - b. **Personal Property:** All of the fixtures, if any, situated in or about the Real Property owned by Seller and relating to the use and operation of the Real Property ("Personal Property").
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property is One Dollar and No/100ths (\$1.00) Dollar, which amount shall be paid as follows:
  - a. \$1.00 to be paid on the Closing date.
3. **SECURITY FOR HAZARDOUS STRUCTURES.** The Parties acknowledge that there are currently two hazardous buildings located on the Real Property (house and garage). These building have been declared hazardous by the City of Winona Building Official. In the event that, despite the absence of a breach of a term of this agreement by the Seller, the Buyer refuses to close on the sale of the Property, the Buyer must compensate the Port for the actual cost of razing the hazardous structures, clearing the Property any debris, and leveling the land thereon. The Buyer must provide security related to the prospective costs referenced in the following form:
  - a. **Escrow.** Contemporaneously with the execution of this Agreement, Buyer must deposit the sum of \$16,600 (the "Money Deposited"), with the Winona Port Authority, to be held in a separate escrow account pending the closing, and to be

returned to the Buyer at closing. The sum deposited represents the approximate cost of razing the hazardous structures and clearing any debris from the Property.

4. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a date mutually acceptable to Seller and Buyer, but no later than June 1, 2020 (the "Closing Date"). The Seller agrees to deliver possession not later than the Closing Date provided that all the contingencies and other terms and conditions contained in this Agreement have been complied with and satisfied. The Closing shall take place at Winona City Hall or the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties.

a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

i. Quit Claim Deed. Attached hereto and made a part hereof as Exhibit B is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based. The Quit Claim Deed shall contain the following restrictions, covenants, and conditions:

1. The Real Property herein conveyed shall be devoted to the following use: residential use.
2. The Real Property shall be devoted to such intended use in accordance with the provisions of the Deed.
3. The Buyer shall remove of all structures declared by the Winona City Building Official to be in a hazardous condition (house and garage) by the terms of Minn. Stat. Sec. 463.15, subd. 3 within 90 days from the date the deed is recorded with the Office of the Winona County Recorder, or September 30, 2020, whichever occurs first. In the event this condition is not met, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property legally described herein to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Nothing in this paragraph shall prevent the City of Winona from initiating a court action for removal of the hazardous structures located on the Real Property under Minnesota Statutes Chapter 463, *et seq*, or imitating any other legal action against Buyer for allowing such hazardous conditions to remain on the Real Estate.
4. The Buyer shall (a) commence work on those Improvements as provided in the Seller approved plans and specifications and this

Purchase Agreement between Buyer and Seller (the "Improvements") within one year from the date the deed is recorded with the Office of the Winona County Recorder, and (b) shall devote the Real Property to its intended use, and (c) shall complete the Improvements and devote the Real Property to its intended use by December 31, 2021. If the Buyer fails to commence work on time or fails to devote the Real Property to its intended use, or fails to complete the Improvements and devote the Real Property to its intended use on time, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property legally described herein to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title.

5. Notwithstanding the provision of paragraphs 3 and 4 of this section, Seller may, at its option, consider an extension of time related to removal of the hazardous conditions on the Property or for construction of the Improvements. Such an extension shall be made for good cause shown by Buyer and such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Real Property without the express written consent of Seller.

After the Buyer has removed the hazardous conditions from the Property and has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property submitted to the Seller, the Seller shall provide to Buyer a certificate of compliance/ completion in recordable form within 30 days from the determination thereof by Seller.

6. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the Real Property are covenants running with the land.
7. The Buyer shall not transfer title to the Real Property without first removing the hazardous conditions located thereon and completing the Improvements, without the express written consent of the Seller. Any transfer of title to the Real Property made pursuant to this provision shall be made only to a person or entity who demonstrates to the satisfaction of Seller that such person or entity has the ability to perform in place of Buyer.

- ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.235.
  - iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
  - iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):
- i. Purchase Price. The Purchase Price, minus the earnest money, by check or wire transfer.
5. **CONDITIONS PRECEDENT.** The obligations of the Parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:
- a. **Acquisition of Real Property by Seller.** The parties understand and acknowledge that the sale and purchase of the Real Property described herein is expressly contingent on Seller acquiring title to the Real Property from the State of Minnesota through a sale of tax-forfeited land process conducted by Winona County. A state deed must be issued in favor of the Winona Port Authority prior to the Closing Date.
  - b. **Public Hearing.** Sale of the Real Property is contingent upon a determination by the Port as to the advisability of the sale; that the sale and conveyance are in the public interest, the best interests of the city or district and its people, and that the transaction furthers the Port's general plan of economic development and the aims and purposes of Minnesota Statutes, Sections 469.048 to 469.068, after a public hearing required by Minnesota Statutes, Section 469.065. The Parties understand and agree that the sale/purchase of the Real Property is contingent upon approval by the Board of Commissioners of the Port.
  - c. **Plans and Specifications.** Prior to the above public hearing required by Minnesota Statutes, Section 469.065, and pursuant to Minnesota Statutes, Section 469.065, subd. 7, the Buyer shall submit to the Seller for approval plans and specifications for the development of the Real Property, which approval by Port be in writing. The Buyer has submitted a proposal to purchase the Property for the construction of a single-family home (the "project"). Prior to the transfer of title of the Real Property, the Buyer shall submit to the Seller plans and specifications for the development of the Real Property; no transfer shall be made unless and until such plans are approved in writing by the Seller. The detail of the plans and specifications shall be such as will enable the Seller to determine with

reasonable certainty that the project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended residential use.

- d. **One-year deadline.** Pursuant to Minnesota Statutes, Section 469.065, subd. 5, the Real Property shall be devoted to its intended use or work on the Improvements to the Property to devote it to that use must be started within one year of the Closing Date, based upon the plans and specifications for the project approved by the Port.
- e. **Form of Quit Claim Deed.** Attached hereto and made a part hereof as Exhibit B is the form of the Quit Claim Deed required containing the terms, covenants, and conditions upon which the sale of the Real Property is based.

The conditions precedent and contingencies in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained, or any condition precedent not satisfied, by the Closing Date, this Agreement shall be null and void.

6. **CONDITIONS SUBSEQUENT.** In accordance with this Agreement, the Port approved plans and specifications, and the Quit Claim Deed, and applicable City Code, the Buyer shall obtain such permits for, as applicable, and commence and complete the razing and removing of all hazardous structures on the Real Property within the time specified herein. The Buyer shall also obtain all necessary permits or governmental approvals for the construction of the Improvements.
7. **PURCHASE, AS-IS.** The Real Property is being sold in an "as is" and with "all faults" condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. Buyer's acceptance of title to the Real Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real

Property, or has migrated or will migrate from or to the Real Property.

a. For purposes of this Section, the following terms have the following meanings:

- i. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
- ii. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- iii. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

8. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.

9. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.

- a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.
- b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments due and payable at the time of the Closing Date or at any time thereafter that are related to the Real Property shall be paid entirely by the Buyer.
- c. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.
- d. **Other Costs.** All other operating costs of the Real Property will be paid by the Buyer as of the Closing Date.

- e. **Attorneys' Fees.** Buyer agrees to pay Seller's attorney's fees related to the acquisition of the Real Property from the State of Minnesota or any document related to the transaction described herein.

**10. TITLE EXAMINATION.**

- a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating the abstract, if any, or obtaining a new registered property abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to those encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.
- b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.
- c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:
  - i. Buyer may accept title to said Real Property subject to said objections; or
  - ii. Buyer may declare this entire transaction to be null and void, in which case, any earnest money shall immediately be returned to Buyer.

**11. ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.

**12. BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.

**13. CONTROLLING LAW.** The Parties acknowledge and agree that each has been given

the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

14. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

15. **NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Habitat for Humanity Winona - Fillmore Counties  
126 N. Baker Street  
Winona, MN 55987

If to Seller: Lucy McMartin, Community Development Director  
Winona Port Authority  
Winona City Hall  
207 Lafayette Street.  
Winona, MN 55987

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

16. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain the Money Deposited as liquidated damages, time being of the essence of this Agreement. Additionally, if Buyer defaults under this Agreement and fails to cure such default within thirty (30) days of written notice to Buyer, Seller will retain any Security referenced in Section 3 of this Agreement as liquidated damages. The termination of this Agreement and retention of the Earnest Money and Security for the hazardous structures located on the Property, if any, will be

the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon such termination, the Earnest Money, if any, shall be refunded to Buyer and thereafter, neither Party shall have any further rights or obligations hereunder.

## 17. MISCELLANEOUS PROVISIONS.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **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.
- d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other Party.
- e. **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.
- f. **Survival.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.
- g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other party in order to complete the transactions contemplated by this Agreement.
- h. **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

18. **SELLER'S TRANSACTION APPROVAL.** Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Board of Commissioners of the Winona Port Authority Port. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

*Remainder of this page intentionally left blank.*

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

**SELLER:  
WINONA PORT AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Cichanowski, Its President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Steven Sarvi, Its Executive Secretary

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WINONA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Michael Cichanowski, as President, and Steven Sarvi, as Executive Secretary, for the Winona Port Authority, a body politic and corporate under the laws of the state of Minnesota, Seller.

\_\_\_\_\_  
Notary Public

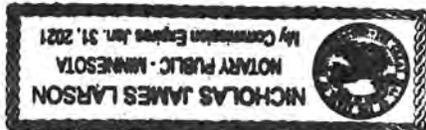
**BUYER: HABITAT FOR HUMANITY WINONA-FILLMORE COUNTIES**

By: *Amanda Hedlund*  
Amanda Hedlund  
Its: Executive Director

By: *Anne M. Olsen Wagner*  
Anne M. Olsen Wagner  
Its: Chair of Board of Directors

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WINONA    )

This instrument was acknowledged before me on February 28, 2020, by Amanda Hedlund as Executive Director and Anne M. Olsen Wagner as Chair of Board of Directors of Habitat for Humanity, a nonprofit corporation organized under the laws of the State of Minnesota, Buyer.



*Nicholas James Larson*  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
Phone: 651-225-8840

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

Lot Three (3), Block Three (3) of Randall's Addition to Winona, located upon and forming a part of the Northeast quarter (NE  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Seven (107), North of Range Seven (7), West of Fifth Principal Meridian.

**EXHIBIT B**

(Top 3 inches reserved for recording data)

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**QUIT CLAIM DEED**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

FOR VALUABLE CONSIDERATION, the Winona Port Authority of Winona, Minnesota, a body politic and corporate under the laws of the State of Minnesota (“**Grantor**”), hereby conveys and quitclaims to Habitat For Humanity Winona-Fillmore Counties, a nonprofit corporation under the laws of the State of Minnesota (“**Grantee**”), real property in Winona County, Minnesota, legally described as:

Lot Three (3), Block Three (3) of Randall’s Addition to Winona, located upon and forming a part of the Northeast quarter (NE ¼) of the Southeast quarter (SE ¼) of Section Twenty-one (21), Township One Hundred Seven (107), North of Range Seven (7), West of Fifth Principal Meridian.

Subject to the following restrictions, covenants, and conditions:

1. The real property herein conveyed shall be devoted to the following use: residential.
2. The real property shall be devoted to such intended use by the Grantee in accordance with the provisions of this Deed.
3. The Grantee shall remove of all structures declared by the Winona City Building Official to be in a hazardous condition by the terms of Minn. Stat. Sec. 463.15, subd. 3 within 90 days from the date the deed is recorded with the Office of the Winona County Recorder, or September 30, 2020, whichever occurs first. In the event this condition is not met, title to the Real Property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the Real Property legally described herein to Grantor, who will then refund to Grantee the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title. Nothing in this paragraph shall prevent the City of Winona from initiating a court action for removal of the hazardous structures located on the Real Property under Minnesota Statutes Chapter 463, *et seq.*, or imitating any other legal action

against Grantee for allowing such hazardous conditions to remain on the Real Estate.

4. The Grantee shall (a) commence work on those Improvements as provided in the Grantor approved plans and specifications and this Purchase Agreement between Grantee and Grantor (the "Improvements") within one year from the date the deed is recorded with the Office of the Winona County Recorder, and (b) shall devote the Real Property to its intended use, and (c) shall complete the Improvements and devote the Real Property to its intended use by December 31, 2021. If the Grantee fails to commence work on time or fails to devote the Real Property to its intended use, or fails to complete the Improvements and devote the Real Property to its intended use on time, title to the Real Property shall revert to Grantor, at Grantor's election, and, in that event, Grantee shall promptly offer a deed to the Real Property legally described herein to Grantor, who will then refund to Grantee the amount of the Purchase Price paid by Grantee to Grantor, without interest, less any taxes and other encumbrances affecting marketability of title.

After the Grantee has devoted the real property to its intended use in accordance with the approved plans and specifications for the development of the real property submitted to the Grantor, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within 30 days from the determination thereof by Grantor.

5. Notwithstanding the provision of paragraphs 3 and 4 above, Grantor may, at its option, consider an extension of time related to removal of the hazardous conditions on the Property or for construction of the Improvements. Such an extension shall be made for good cause shown by Grantee and such extension (a) shall be to a date certain, (b) may be conditioned by Grantor to protect the public interest, and (c) during the period Grantee shall not transfer title to the Real Property without the express written consent of Grantor.

After the Grantee has removed the hazardous conditions from the Property and has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property submitted to the Grantor, the Grantor shall provide to Grantee a certificate of compliance/completion in recordable form within 30 days from the determination thereof by Grantor.

6. Incorporated herein by reference are all of the conditions of Minnesota Statutes, Sections 469.048 to 469.068, and all of said conditions and the conditions stated herein relative to the use of the real property are covenants running with the land.
7. The Grantee shall not transfer title to the Real Property without first removing the hazardous conditions located thereon and completing the Improvements, without the express written consent of the Grantor. Any transfer of title to the Real Property made pursuant to this provision shall be made only to a person or entity who demonstrates to the satisfaction of Grantor that such person or entity has the ability to perform in place of Grantee.

The Grantor certifies that the Grantor does not know of any wells on the described real property.

Grantor

**Winona Port Authority**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Secretary

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WINONA )

This instrument was acknowledged before on \_\_\_\_\_, 20\_\_\_\_, by Michael Cichinowski, as President, and Steven Sarvi, as Executive Secretary, for the Winona Port Authority, a body politic and corporate under the laws of the state of Minnesota, Grantor.

(Notary Seal)

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

TAX STATEMENTS FOR THE REAL  
PROPERTY DESCRIBED IN THIS  
INSTRUMENT SHOULD BE SENT TO:

Habitat for Humanity Winona-Fillmore  
Counties  
126 N Baker Street  
Winona, MN 55987

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. C. Request from Garage CoWork Space**

**DATE: March 12, 2020**

**ATTACHMENT: Garage Overview**

In November of 2018, the Port entered into a loan agreement funding the renovation of the Garage CoWork Space at 123 Lafayette. The principal and interest payments on the loan were deferred (with first payment becoming due on April 28, 2020).

The Port made an original loan of \$40,000 with a supplemental loan of an additional \$18,000 (\$58,000 total). As mentioned, the principal and interest were deferred to April of 2020, the loan was amortized over 5 years with a monthly payment of \$1,051.17.

While the Garage rents desks, holds education sessions for emerging businesses, hosts Million Cups and has fostered partnerships with the E-1 regional collaborative (recently receiving grant funds from the Department of Employment and Economic Development's "Launch Minnesota" initiative), it has yet to become profitable.

The Garage has forwarded a request to extend the deferment an additional 12 months (April 28, 2021). The request will be reviewed by the Loan Review Committee and Eric Mullen, owner of the Garage, will be on hand to answer any questions you might have.

If Commissioners concur with the request for extension, a motion directing staff to draft amended loan agreements for review and approval at the Port's April 9<sup>th</sup> meeting would be appropriate.

Port Authority of Winona,

The Garage Cowork Space received a loan for \$58,500 with a two-year grace period of no principal or interest payments, ending April 28<sup>th</sup>, 2020; The Garage is requesting an additional 12 month extension to be added onto this grace period.

The Garage Cowork Space has generated a lot of momentum and a core group of stakeholders regularly attending events.

Due to the partnerships The Garage launched with (Saint Mary's University's Kabara Institute, Winona State University's College of Business, Downtown Main Street Program, and the Port Authority of Winona) we have been reached out to nearly once a month by other parties and communities looking to open a cowork space and want to know how we did it but more specifically how we built these cross community partnerships that are so rare in other communities. These initial partnerships, referred to as founding partners, has generated a lot of validity on The Garage's behalf and led to beneficial relationships that extend outside of Winona City limits.

The Garage is a founding partner of the E1 Collaborative, a cohort of entrepreneurial spaces in Southeastern Minnesota, where the group pools non-financial resources and aims to build connections between the communities involved. This group is just getting going but is already rolling our Passport Program, recently featured on Twin Cities Business' website, where members of any of the participating cowork spaces can use their membership at any other participating cowork space. This option adds value to current and future members of each space but also give members the flexibility to travel around Southeastern MN as they work; this will bring more users into The Garage and thus into the community.

After our first year of operation we are looking to change some things around, we have been working on launching a non-profit that will take over the event programming at The Garage. In 2018 we were the recipients of a \$10,000 grant for programming with the aid of the Port Authority as a fiscal agent, moving forward, however, we would like to be able to make applications to grant opportunities "in house". As afore mentioned, The Garage has generated a strong core following in the Winona Community and have a number of people searching for ways they can help and support The Garage, even though their businesses are past the phase of using a cowork space. We see this demand can easily be met by a non-profit organization where the current stakeholders who are unsure of how they can help The Garage could then make charitable contributions to our efforts of entrepreneurial programming and furthering the business community of Winona through education.

The Garage Cowork Space has gotten off to a great start and will continue to make progress; there is undeniably light at the end of the tunnel for reaching consistent ongoing sustainability, but we just need more time for this to all come into fruition.

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. D. Request from Rotary Club – Ride the Ridges**

**DATE: March 12, 2020**

**ATTACHMENT: Letter from Winona Rotary**

Each fall the Rotary Club of Winona hosts a Ride the Ridges bike tour in September. The ride begins and ends at the Winona Middle School. In 2020, the Rotary Club proposes after ride activities that would include live music, food, etc.

On September 18, 19 and 20, 2020, the Club has requested the use of Port-owned land at 1480 Bundy Blvd, (JT Schain Industrial Park) for after ride activities.

- Afternoon of September 18<sup>th</sup>: Tent/set-up
- September 19<sup>th</sup>: Ride Event
- Morning September 20<sup>th</sup>: Tear down/clean up

If Commissioners concur, a motion to authorize the Winona Rotary the use of 1480 Bundy Blvd. given that the Winona Rotary provides a copy of their certificate of insurance and gains all other necessary permits.

Winona Rotary



March 5, 2020

Myron White  
Development Coordinator  
Winona Port Authority  
207 Lafayette Street  
Winona, MN 55987

RE: Ride The Ridges

Dear Mr. White:

The Winona Rotary Club requests to use the Winona Port Authority Property located at 1480 Bundy Boulevard on September 18, 19 and 20, 2020. The area is proposed to be used as the post-ride party location for Ride The Ridges. The ride, now in its eighth year, offers bicycle riders four scenic and challenging routes through the blufflands of Southeast Minnesota. The routes, ranging from 18 to 106 miles, all start and end at the Winona Middle School.

Riders, guests, and event volunteers will enjoy a picnic lunch, receive refreshments, including beer, and listen to musical entertainment at the party. A large canopy to cover tables and chairs will be set up on the afternoon of Friday, Sept. 18. The party will occur on Saturday, Sept. 19 and the take down will be completed early Sunday, Sept. 20. The ride is expected to attract at least 400 riders and will be supported by approximately 75 volunteers.

Ride The Ridges is sponsored by over sixty businesses, organizations, and individuals and has liability insurance through Rotary International. Event proceeds support Feed My Starving Children, the Community Food Shelf, and Rotary Literacy Initiatives. Additional information may be obtained by visiting [www.RideTheRidges.bike](http://www.RideTheRidges.bike) or contacting Mike Bernatz at [mbernatz@hbc.com](mailto:mbernatz@hbc.com) or 507.457.9808.

A handwritten signature in blue ink that reads "Mike Bernatz". The signature is written in a cursive style with a large, stylized "M" and "B".

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. E. Consent to File Plat**

**DATE: March 12, 2020**

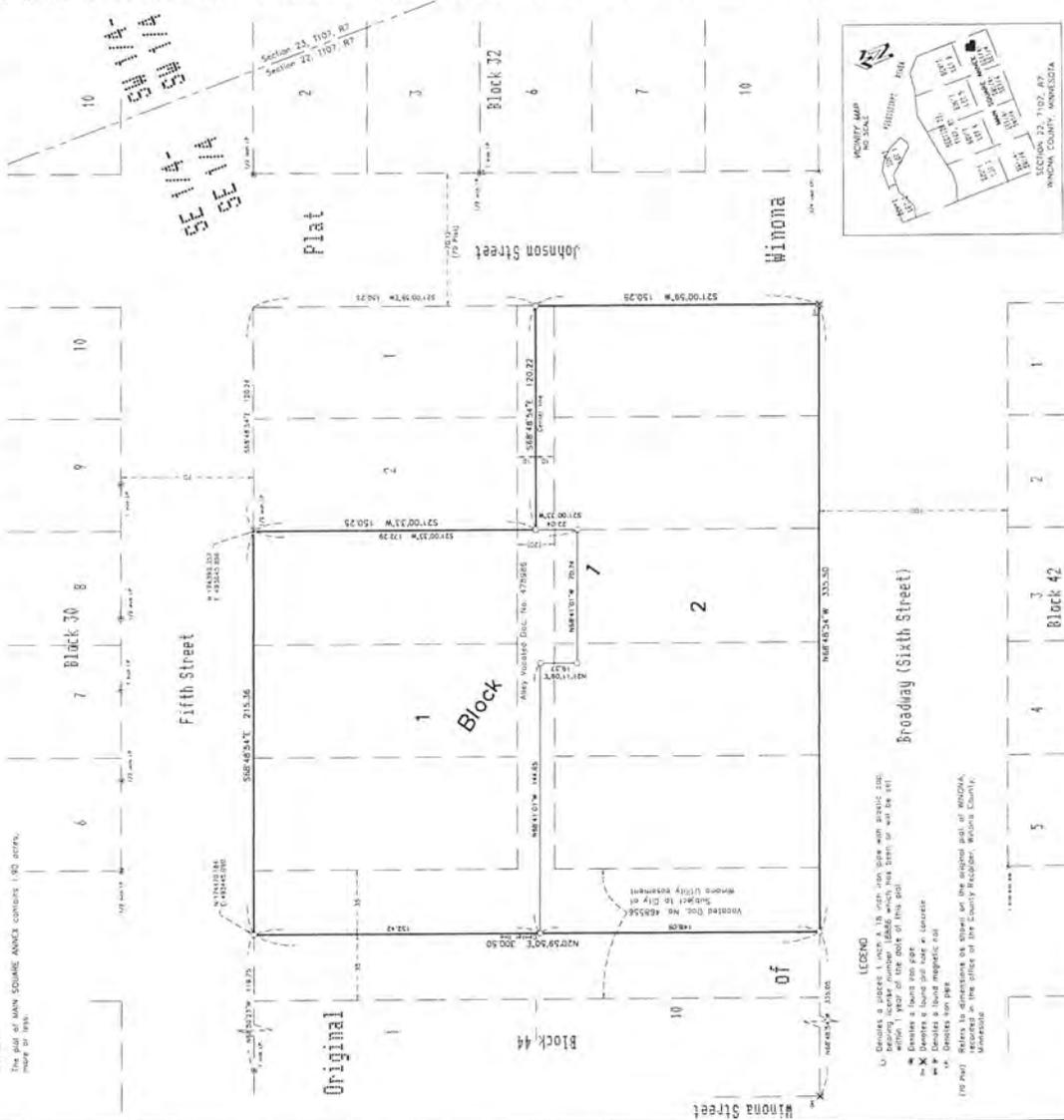
**ATTACHMENT: Plat**

The City of Winona has received a Final Plat for subdividing the parcels at 166 west Broadway. Because the Port Authority has an interest in the parcel in the form of a mortgage, consent to plat is being presented for Commissioners review.

If Commissioners concurs, a motion to authorize the President and Executive Secretary to execute the consent would be appropriate.

# MAIN SQUARE ANNEX

**NOTES:**  
 BASED ON RECORDS, REVENUE AND COORDINATE SYSTEMS  
 ARE BASED ON THE WINONA COUNTY COORDINATE SYSTEM,  
 NAD 1983 (1986 ADJUSTMENT)  
 RECORD LINE SIZE FOR THIS IS 1/8" @ 1" = 40' PER 1" BY  
 1/8" TYPE  
 THIS PLAN IS A PART OF MAIN SQUARE ANNEX CONCEPT (192) 0079,  
 MADE BY RPL



**RECORDER'S**

ADVIS ALL PERSONS OF THIS PRESENTS: That MJD Limited Partnership #78, a Missouri limited partnership, owner of the plat of MAIN SQUARE ANNEX, Block 1, together with the plat of Section 23, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 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1469, 1471, 1473, 1475, 1477, 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495, 1497, 1499, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521, 1523, 1525, 1527, 1529, 1531, 1533, 1535, 1537, 1539, 1541, 1543, 1545, 1547, 1549, 1551, 1553, 1555, 1557, 1559, 1561, 1563, 1565, 1567, 1569, 1571, 1573, 1575, 1577, 1579, 1581, 1583, 1585, 1587, 1589, 1591, 1593, 1595, 1597, 1599, 1601, 1603, 1605, 1607, 1609, 1611, 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629, 1631, 1633, 1635, 1637, 1639, 1641, 1643, 1645, 1647, 1649, 1651, 1653, 1655, 1657, 1659, 1661, 1663, 1665, 1667, 1669, 1671, 1673, 1675, 1677, 1679, 1681, 1683, 1685, 1687, 1689, 1691, 1693, 1695, 1697, 1699, 1701, 1703, 1705, 1707, 1709, 1711, 1713, 1715, 1717, 1719, 1721, 1723, 1725, 1727, 1729, 1731, 1733, 1735, 1737, 1739, 1741, 1743, 1745, 1747, 1749, 1751, 1753, 1755, 1757, 1759, 1761, 1763, 1765, 1767, 1769, 1771, 1773, 1775, 1777, 1779, 1781, 1783, 1785, 1787, 1789, 1791, 1793, 1795, 1797, 1799, 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2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 412

# CONSENT TO FILE PLAT

Date: \_\_\_\_\_

Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, holder of that certain mortgage dated October 9, 2003 and filed for record October 20, 2003 as Document No. 478994, in the office of the County Recorder of Winona County, Minnesota, hereby consents to the filing of that certain plat of MAIN SQUARE ANNEX, described as follows:

Lots 3 through 10, Block 31, Together with that part of vacated Washington Street appurtenant to said Block 31 and together with that portion of the vacated alley in said Block 31 appurtenant to said Lots 3 through 10, all in the Original Plat of Winona, according to the recorded plat thereof, Winona County, Minnesota;

and hereby joins in and agrees that its interest in the land platted is subject to easements and dedications set forth in the plat as recorded in the office of the County Recorder.

Port Authority of Winona

BY: \_\_\_\_\_

Its: President

BY: \_\_\_\_\_

Its: Executive Secretary

STATE OF MINNESOTA  
COUNTY OF WINONA

This instrument was acknowledged before me on \_\_\_\_\_ by Michael Cichanowski and Stephen T. Sarvi as President and Executive Secretary of Port Authority of Winona.

\_\_\_\_\_

Notary Public, Minnesota

My Commission Expires \_\_\_\_\_

This instrument was drafted by:

Cindy K. Telstad

Streater & Murphy, P.A.

111 Riverfront, Suite 301

PO Box 310

Winona, MN 55987

## PORT AUTHORITY AGENDA ITEM

**AGENDA ITEM: 4. F. BCS Automotive Support Resolutions**

**DATE:** March 12, 2020

**ATTACHMENT:** Proposed Resolutions  
➤ MN Investment Fund  
➤ MN Job Creation Fund

Over the past several weeks staff at the Port and the State Department of Employment and Economic Development have been working with BCS Automotive Interface Solutions with regard to their Winona Facility. BCS is a supplier to the Automotive Industry, typically providing interior components for cars and trucks. BCS currently has four facilities in the United States, Winona, Auburn, New York, Wisconsin and Michigan, with Winona and Auburn being their two main manufacturing facilities. Given some upheaval in the auto industry, BCS had chosen to close either the Winona or Auburn, NY facility and consolidate into a single manufacturing operation. After several weeks of negotiations, BCS has chosen to close their facility in Auburn, NY and bring the Auburn manufacturing capacity to Winona. The move to Winona will require a significant upgrade to the Winona facility, equipment relocated from Auburn to Winona and upgrades to certain job skills.

In conjunction with the State of Minnesota, the Port Authority of Winona has proposed the following package to retain and expand employment and continue investment in Winona.

**Minnesota Investment Fund:** (State Dollars)

Up to \$600,000 in loan funds with up to \$500,000 forgivable if BCS meets performance and job creation requirements.

**Job Creation Fund:** (State Dollars)

Up to \$400,000 in credits provided BCS meets job creation and investment goals.

**Minnesota Job Skills Partnership:** (State Dollars)

Up to \$300,000 to train new workers on new processes.

**Minnesota Job Training Incentive Program:** (State Dollars)

Up to \$200,000 for customized job training to meet unique needs of BCS workers. If BCD chooses to use this program.

#### 4.F. BCS Automotive Group Request for Support

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**Port Authority Revolving Loan Fund:** (Local Loan Fund)

Up to \$100,000 in Port loan dollars with \$50,000 forgivable if BCS meets performance and job creation requirements.

Attach please find:

- 1) A resolution of support for application to the Minnesota Investment Fund
- 2) A resolution of support for application to the Job Creation Fund.
- 3) The request for Port Revolving Loan funds will come before the Port at the April 9 regular Port Board meeting.

If Commissioners concur, a motion to support the resolution for the application to the Minnesota Investment Fund and the Job Creation Fund would be appropriate.

**RESOLUTION #**  
**REQUESTING SUPPORT OF MINNESOTA INVESTMENT FUND APPLICATION ON**  
**BEHALF OF BCS AUTOMOTIVE INTERFACE SOLUTIONS**

**WHEREAS**, the Port Authority of Winona acts as the economic development agency for the City of Winona; and

**WHEREAS**, the City of Winona is deemed to be the legal sponsor for economic development projects that choose to utilize benefits provided by the Minnesota Investment Funds; and

**WHEREAS**, BCS Automotive Interface Solutions, Winona has chosen to expand their operations in Winona rather than Auburn, New York; and

**WHEREAS**, in order to make the Winona expansion feasible, BCS has elected to request the City to apply for Minnesota Investment Funds on their behalf

**NOW, THEREFORE, BE IT RESOLVED** that the Port Authority of Winona hereby supports the BCS Automotive application for funding via the Minnesota Investment Fund program and encourages the City Council of Winona to approve the proposed resolution authorizing application.

Dated this 12<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Mike Cichanowski, President

Attest:

\_\_\_\_\_  
Steven Sarvi, Executive Secretary

**RESOLUTION #**  
**REQUESTING SUPPORT OF MINNESOTA JOB CREATION FUND APPLICATION**  
**ON BEHALF OF BCS AUTOMOTIVE INTERFACE SOLUTIONS**

**WHEREAS**, the Port Authority of Winona acts as the economic development agency for the City of Winona; and

**WHEREAS**, the Minnesota Department of Employment and Economic Development requires the City of Winona City Council to consider and support a resolution for all Job Creation Fund applications; and

**WHEREAS**, BCS Automotive Interface Solutions, Winona has chosen to expand their operations in Winona rather than Auburn, New York; and

**WHEREAS**, in order to make the Winona expansion feasible, BCS has elected to apply for Minnesota Job Creation Funds

**NOW, THEREFORE, BE IT RESOLVED** that the Port Authority of Winona hereby supports the BCS Automotive application for funding via the Job Creation Fund program and encourages the City Council of Winona to approve the proposed resolution supporting the application.

Dated this 12<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Mike Cichanowski, President

Attest:

\_\_\_\_\_  
Steven Sarvi, Executive Secretary