



Winona City Council Agenda

Monday, March 16, 2020

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

City Council Chambers – City Hall

3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

1st Ward Al Thurley

2nd Ward Eileen Moeller

3rd Ward Pamela Eyden

4th Ward George Borzyskowski

At-Large Michelle Alexander

At-Large Paul Schollmeier

1. Call to Order – Mayor & City Manager’s Comments – Roll Call	
2. Required Public Hearings	
Community Development	1. Public Hearing – Host Approval for the Issuance of Bonds for Gundersen Health by the State of Wisconsin
3. Petitions, Requests, Communications	
City Clerk	1. License Agreement and Temporary Liquor License for the Mid West Music Fest
City Clerk	2. Appointment to the Recreational Waterways Commission
City Clerk	3. Appointment to the Human Rights Commission
City Clerk	4. Human Rights Commission Resolution Against Conversion Therapy
City Clerk	5. Request for Use of Levee Park by Winona County Wellness Committee
4. Unfinished Business	
City Clerk	1. Award Contract for the Operation of Winona Transit Service
Public Works	2. Agreement for Construction Administration and Project Closeout
5. New Business	
Parks & Recreation	1. East Recreation and Community Center Design Proposal
Planning	2. Plat Review – Loesel Subdivision
Community Development	3. Consent to File Plat
Public Works	4. GreenCorps Application
City Engineer	5. 2020 Sioux Street Reconstruction Project-City Manager’s Recommendation
City Engineer	6. 2020 Sioux Street Reconstruction Project Feasibility Report and Resolution Ordering Hearing
City Manager	7. Pool 6 Dredged Material Management Plan

6. Reports of Committees	
7. Council Concerns	
<i>City Clerk</i>	1. Council Concerns
8. Consent Agenda	
<i>City Clerk</i>	1. Approval of Minutes – March 2, 2020
9. Adjournment	

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Public Hearing	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 2	Community Development	3/16/20
<i>Item:</i> Public Hearing – Host Approval for the Issuance of Bonds for Gundersen Health by the State of Wisconsin		
2.1		

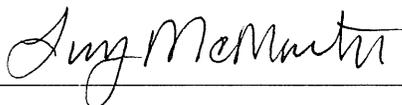
SUMMARY OF REQUESTED ACTION:

Pursuant to a public hearing notice published on Wednesday March 4, 2020, the City Council is requested to hold a public hearing to consider a request from Gundersen Lutheran Administrative Services, Inc. The request is to consider host approval to allow for the Wisconsin Health and Educational Facilities Authority to issue revenue bonds for the acquisition, construction, renovation and equipping of the health care facilities located at 1122 West Hwy. 61 in the City of Winona.

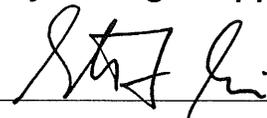
The host resolution is attached for Council consideration following the public hearing. If Council concurs, a motion to approve the host resolution would be appropriate.

Attachments

Department Approval:



City Manager Approval:



RESOLUTION CALLING FOR HOST APPROVAL OF THE ISSUANCE BY THE WISCONSIN HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF REVENUE BONDS NOT TO EXCEED \$30,000,000 TO FINANCE A PROJECT BY GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.

WHEREAS, the City of Winona, Minnesota (“City”) has received from Gundersen Lutheran Administrative Services, Inc. (the “Borrower”), a proposal that the City undertake a program to assist in financing, among other things a project, a portion of which is the acquisition, construction, renovation and equipping of a clinic and related health care facilities located at 1122 West Hwy. 61, Winona, Minnesota 55987 (the “Project”), through the issuance of revenue bonds or obligations, in one or more series (“Bonds”), by the Wisconsin Health and Educational Facilities Authority (the “Issuer”); and

WHEREAS, the Borrower has requested the Issuer to issue the Bonds in an aggregate principal amount of not to exceed thirty million dollars (\$30,000,000), to finance the Project, of which an estimated not to exceed principal amount of thirty million dollars (\$30,000,000) is expected to be used to finance the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the issuance of the Bonds by the Issuer requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located; and

WHEREAS, pursuant to a resolution adopted by the City Council on March 2, 2020, a notice of public hearing with respect to the proposed issuance of the Bonds and meeting the requirements of Section 147(f) of the Code was published in a newspaper of general circulation in the City; and

WHEREAS, the City Council conducted the public hearing on March 16, 2020 at 6:30 p.m., at which time an opportunity was provided to express views on the issuance of the Bonds and the nature and location of the Project to be financed; and

WHEREAS, as an accommodation for the purposes of satisfying the requirements of Section 147(f) of the Code, enabling the Issuer to issue the Bonds for the benefit of the Borrower, the City Council now desires to approve the financing and the issuance of the Bonds;

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

1. The City Council hereby acknowledges the financing described above and the issuance of the Bonds by the Issuer for the Borrower in a total amount not to exceed \$30,000,000, and approves an amount not to exceed \$30,000,000 of Bonds to be issued by the Issuer to be used to finance the Project. It is the purpose and intent of the City Council that this resolution constitutes approval of the financing and the issuance of the Bonds for that portion of the Bonds which is expected to be used to finance the Project solely for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) of the Code.

2. The City Clerk, the Mayor and all other officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to prepare or cause to be prepared, negotiate and deliver any documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

3. Nothing in this resolution shall be construed to create any obligations of the City or any city officials or employees with respect to the Bonds or repayment of the Bonds. Neither the Bonds nor the interest thereon shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the City within the meaning of any constitutional or charter provision or statutory limitation and neither shall ever give rise to any pecuniary liability of the City. The owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the City.

4. This resolution shall take effect immediately upon its passage.

Adopted by the City Council of the City of Winona, Minnesota, this 16th day of March, 2020.

Mayor

ATTEST:

City Clerk

STATE OF MINNESOTA
COUNTY OF WINONA
CITY OF WINONA

I, the undersigned, being the duly qualified and acting City Clerk of the City of Winona, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on giving host approval to the issuance of revenue obligations.

WITNESS my hand this ____ day of March, 2020.

City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 3	City Clerk	03/16/20

<i>Item:</i> License Agreement and Temporary Liquor License for the Mid West Music Fest
<i>No.</i> 3.1

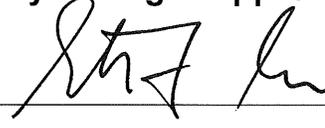
SUMMARY OF REQUESTED ACTION:

Mid West Music Fest would like to request permission from the Winona City Council to hold their event scheduled for Thursday, April 30 to Saturday, May 2, 2020. The city locations for the festival include the Historic Masonic Temple and the Levee patio area. The set up for the event would be similar to last year, with the exception that the Saturday concert at Levee Park would be a free event, and thus no fencing would be set up.

A draft license agreement is attached for the Council's review. In addition, the MWMF has applied for a temporary on-sale wine and beer license to be used at the following locations:

- Levee Patio: Saturday, May 2, noon to 6:00 p.m.
- Masonic Theater: Thursday, April 30, 5:00 p.m. – 10:00 p.m.
Friday, May 1, 5:00 p.m. – 12:00 a.m., and
Saturday, May 2, 5:00 p.m. - 12:00 a.m.

If the Council concurs, a motion to approve the license agreement and authorize administration to execute same, and to approve the temporary wine and beer license, would be in order.

Department Approval: 	City Manager Approval: 
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**LICENSE AGREEMENT
2019 MID WEST MUSIC FEST**

This License Agreement (the "Agreement") is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and Mid West Music Fest, Inc., a nonprofit corporation under the laws of the State of Minnesota, (the "Licensee"), (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of the public streets and parking lots in the City of Winona, County of Winona, State of Minnesota; and

WHEREAS, the Licensee desires to hold the 2020 Mid West Music Fest at several venues in downtown Winona including the Masonic Temple, Levee Patio and Main Street Promenade, and

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

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

1. Premises. The Licensor is the owner of the public streets and parking lots in the City of Winona, Minnesota. The Licensee is hereby granted a terminable license to use the Masonic Temple Theatre (Third Floor and the northwest corner of the Theatre parking lot outside of the parking area); Levee Park Patio located at the most northerly point of Main Street and West Levee Parking Lot; Municipal Parking Lot #6 located at the intersection of Second Street and Main Street, and the portion of Main Street north of 2nd Street to be used for food vendors, as venues for the Mid West Music Fest (the "Licensed Premises" or "public area"). The Licensee shall use the specified public area only for the purpose stated.
2. Term. The term of this Agreement shall be for the period from 8:00 a.m. on Thursday, April 30, 2020, to 6:00 p.m. on Sunday, May 3, 2020.
3. Purpose. The following events and activities are hereby approved by the City of Winona for inclusion on the Licensed Premises:
 - Allow the use of the Masonic Temple from Thursday, April 30 to Saturday, May 2, for the purposes of presenting live, amplified music, and the sale and consumption of alcoholic beverages in an area controlled by the Licensee and subject to the liquor licensing requirements of state law and City ordinance;
 - Allow the use of the Levee Patio and Main Street Promenade from noon to 6:00 p.m. on Saturday, May 2, 2020, including amplified music, and the

sale and consumption of alcoholic beverages in an area controlled by the Licensee and subject to the liquor licensing requirements of state law and City ordinance;

- Allow one food vendor in the Masonic Temple, and up to five food vendors on Main Street north of Second Street during the times of the music performances; and
- Allow use of easterly 3 parking spaces in Municipal Parking Lot #10 (West Levee parking lot) from 8:00 a.m. on Thursday, April 30, 2020, to 3:00 p.m. on Sunday, May 3, 2020.

4. Permits and Inspections. The Licensee agrees to obtain the permits and pay the permit fees as may be required by the City and other governing bodies. This Agreement does not exempt the Licensee or any participants or spectators from observing all ordinances, especially those pertaining to noise and to the sale and consumption of intoxicating liquor or 3.2% malt beverages. Inspections shall be made by staff of Licensee to ensure compliance with all applicable local laws and state statutes.
5. Portable Restrooms. The location of all portable restrooms shall be approved by the Public Works Department. The restrooms shall be properly maintained and serviced, as needed, throughout the event.
6. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the licensed premises only for the purpose and only for the term stated herein. During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
7. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor. The Licensee, however, may license and sublet portions of the licensed premises to licensees, vendors and participants in the events, provided that the substance of this Agreement is carried forward into any agreements with licensees and vendors.
8. Maintenance/Alteration of Licensed Premises. During the event, the Licensee shall keep the licensed premises in a sanitary condition and keep the premises

free from refuse. The Licensee shall instruct all vendors about recycling requirements and the location of receptacles for the collection of recyclables. The Licensee shall be responsible for the repair of any damages to the licensed premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the licensed premises without the prior written consent of the Licensor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the licensed premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.

9. The Licensor's Access. The Licensor, its employees, and its agents shall have the right to enter the premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement.

10. Insurance and Hold Harmless Provisions.

A. Hold Harmless Agreement

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

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

B. Liability Insurance Coverage

The Licensee shall, at its expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Winona shall be named insured. The insurance policy and certificate shall not be canceled or its conditions altered in any manner without ten (10) days prior written notice to the City Manager of the City of Winona. The insuring company shall deliver to the City Clerk, certificates of all insurance required, signed by an authorized representative and

stating that all provisions of the specified requirements are satisfied.

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

11. Cost of Electricity. The Licensee will be responsible for paying for the costs of electricity used in conjunction with the event.
12. Traffic and Crowd Control. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
13. Removal of Equipment, Tents and Portable Restrooms. All stages, tents, and portable restrooms shall be removed no later than 6:00 p.m. on Monday, May 4, 2020. The Licensee shall clean the area after the close of the event. Representatives from the City and the Licensee shall inspect all public areas at the close of the event to release the Licensee from its obligations under this agreement.
14. Contact Information. The Licensee shall designate the contact persons responsible for the various areas or activities of the event and provide the City with the names and phone numbers of the contact persons.
15. Termination of License. If at any time the Licensee breaches a material term of this Agreement, then this Agreement shall become null and void, at the option of the Licensor, immediately upon the Licensor's provision of written notice of the same to the Licensee.
16. **GENERAL TERMS**
 - a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- c. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- d. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
- e. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- f. Governing Law. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- g. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- h. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof superseding all prior

agreements and understandings. All discussions and negotiations are deemed merged in this Agreement.

- k. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. Survivability. All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- m. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

(signature page follows)

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

MID WEST MUSIC FEST, INC.

By: _____

Its: _____

And By: _____

Its: _____

CITY OF WINONA

By: _____

Stephen T. Sarvi
Its: City Manager

And By: _____

Monica Hennessy Mohan
Its: City Clerk

Exhibit A

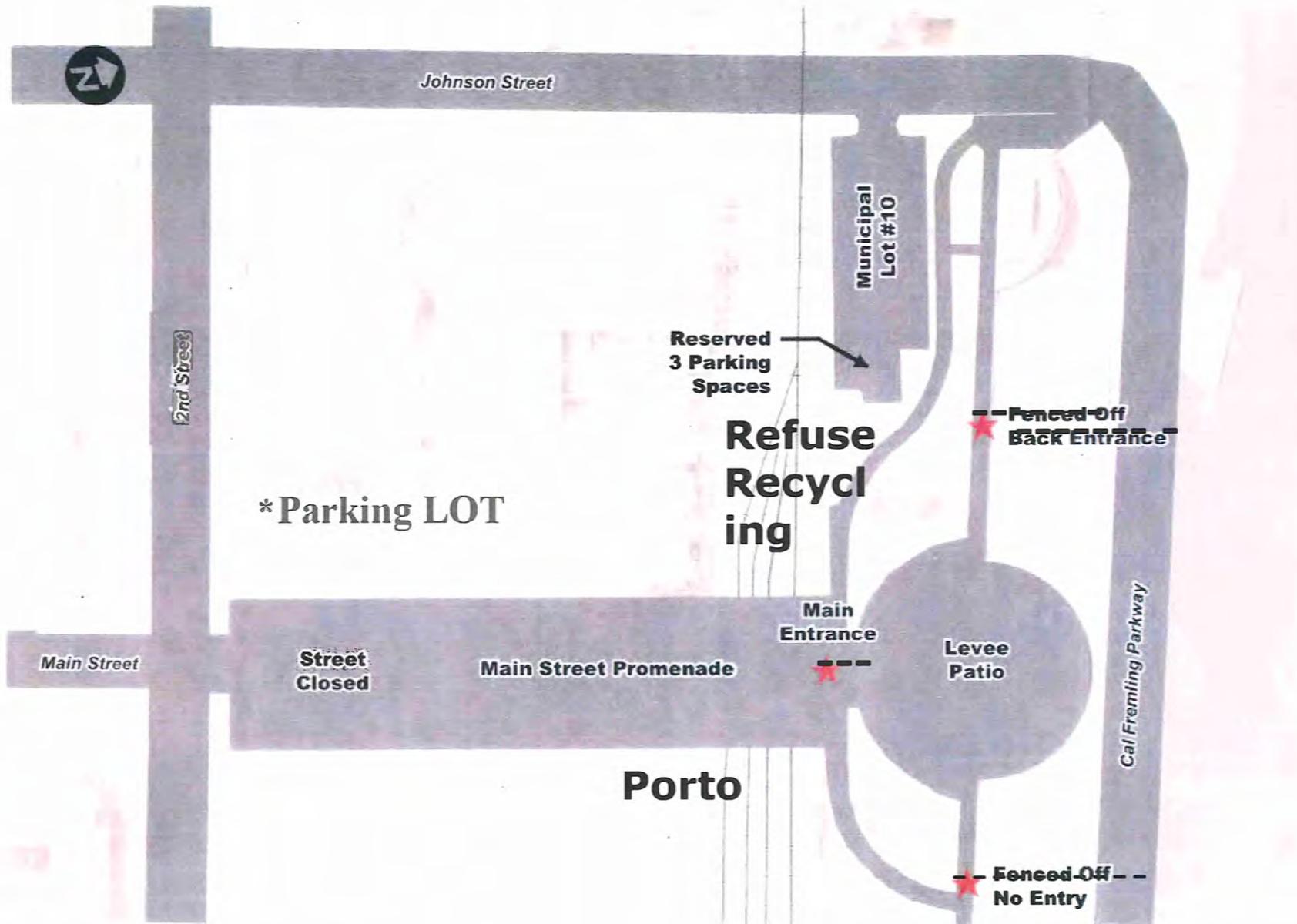
Levee Patio Area

1. A stage may be set up on the Levee Patio during the term of this agreement.
2. The City shall post and provide street barricades for the closure of Main Street north of Second Street prior to 8:00 a.m. on Thursday, April 30, 2020.
3. Damage to the streets and parking areas caused by event activities shall be repaired at the expense of the Licensee.
4. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
5. The Licensee shall be allowed to use the fire hydrant located adjacent to the Main Street Promenade during event activities.

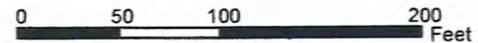
Concessions

1. To the extent the City of Winona is able to give an exclusive concessionaire right (no representation being made hereby as to the City's right to grant an exclusive concessionaire right which does not violate State or Federal anti-trust and/or restraint of trade laws), any public property designated for use by Licensee during the event shall be for the exclusive rights of their programs. This includes concessions, shows, and vending stands.
2. Concession stands are to be located in such a manner so as not to hinder other activities not related to the event.
3. Licensee shall inform all concessionaires that they must comply with Minnesota Department of Health food inspection regulations.
4. The sale and consumption of alcoholic beverages on the Levee Patio must be limited to the Levee Patio and the licensee must monitor ingress to and egress from the area controlled by the Licensee.
5. A copy of a caterer's permit or a copy of a temporary on-sale wine and malt liquor license must be provided to the City at least 7 days prior to the start of the event.

2020 Midwest Music Fest Event Map



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



February 2019

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 03/16/20
<i>No:</i> 3		

<i>Item:</i> Appointment to the Recreational Waterways Commission
<i>No.</i> 3.2

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark F. Peterson.

March 16, 2020

City Council
City Hall
Winona, MN 55987

Dear Councilmembers:

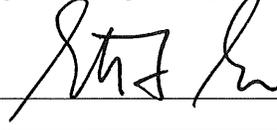
This letter is to advise that I am this date appointing Nicholas Lemmer to serve on the Recreational Waterways Commission. The term would be effective March 17, 2020 and expire on July 22, 2022.

I trust that you will confirm this appointment.

Sincerely,



Mark F. Peterson
Mayor

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 03/16/20
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Item: **Appointment to the Human Rights Commission**

No. **3.3**

SUMMARY OF REQUESTED ACTION:

Maurella Cunningham has applied for appointment to the Human Rights Commission. The effective dates for her term would be March 17, 2020 through September 16, 2022.

RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota that it hereby appoints Maurella Cunningham to serve on the Human Rights Commission for a term effective March 17, 2020 through September 16, 2022.

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date</i> 03/16/20
<i>No:</i> 3		
<i>Item:</i> Human Rights Commission Resolution Against Conversion Therapy		
<i>No.</i> 3.4		

SUMMARY OF REQUESTED ACTION:

The Winona Human Rights Commission adopted the following resolution at their March 4 commission meeting:

Whereas, referred to as "reparative therapy," "ex-gay therapy," or "sexual orientation change efforts," conversion therapy includes a range of dangerous and discredited practices aimed at changing a person's sexual orientation or efforts to change a person's gender identity or expression; and

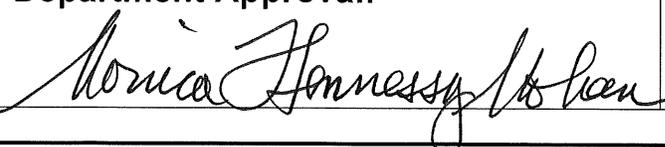
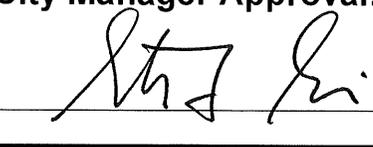
Whereas, reputable medical associations, such as the American Psychological Association, the American Counseling Association, and the World Health Organization, have provided sufficient and documented proof that this practice is ineffectual, causes harm, and has been found to violate consumer fraud-protection law; and

Whereas, the Winona Human Rights Commission recognizes the attached letters from local health professionals and educators, all supporting a ban of this harmful practice; and

Whereas, the State of Minnesota has so far failed to pass a widely supported statewide ban.

Therefore Be It Resolved that in order to secure and maintain the safety of LGBTQ+ youth and families in the City of Winona, the Winona Human Rights Commission recommends that the Winona City Council makes a formal statement and sends letters to local and state representation requesting the Minnesota State Legislative and Executive branch take the necessary steps to pass a state-wide measure that would make it unlawful for any provider to provide conversion therapy or reparative therapy to a minor.

A draft of the letter for the Mayor to sign is attached for your review. If the Council concurs, a motion to approve the letter and to authorize the Mayor to sign it would be in order.

Department Approval: 	City Manager Approval: 
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City Hall

207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378
507.457.8234
www.cityofwinona.com

Governor Walz
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Dear Governor Walz:

The Winona City Council is writing to express extreme concern for the lives of LGBTQ+ youth in the State of Minnesota. Adding to the voices of the Minneapolis and Duluth City Councils, we urge the Legislative and Executive Branches to pass and sign into law a bill that would prohibit licensed professionals from practicing dangerous and discredited conversion "therapy" tactics geared toward repressing a minor's sexual orientation or gender identity. Conversion "therapy" has no clinical or scientific basis, and the treatment involved is often traumatic. As the Williams Institute of the UCLA School of Law has studied, many survivors who have been subjected to these practices as minors deal with the fallout of this trauma for the rest of their lives, experiencing higher rates of suicidality. Please do not leave children vulnerable to these harmful practices.

Protecting youth is not a partisan issue, it is a human right. Twenty states have already passed laws prohibiting this practice, as it has been discredited by reputable medical associations, such as the American Psychological Association, the American Counseling Association, and the World Health Organization have provided sufficient and documented proof that this practice is ineffectual, causes harm, and has been found to violate consumer fraud-protection law. After reviewing a resolution from the Human Rights Commission of Winona, and reviewing numerous letters from Winona Senior High School and Winona State University faculty, and counseling professionals at Hiawatha Valley Mental Health Center and Acumen Counseling Services, our city council recognizes the need to protect LGBTQ+ youth with a state-wide ban to strengthen community safety.

As elected community leaders we look to you, and implore you to please protect the youth of Minnesota from this damaging and discredited practice.

Sincerely,

Mark F. Peterson
Mayor

REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

City Clerk

03/16/20

Item: **Request for Use of Levee Park by Winona County Wellness Committee**

No. **3.5**

SUMMARY OF REQUESTED ACTION:

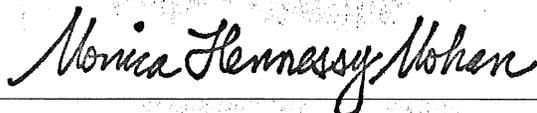
Dear Councilmembers,

The Winona County Wellness Program would like to hold a Wellness Fitness Walk at the Levee again this year as we have done in the past. We are interested in having the walk at the park on Wednesday, April 15, 2020 from 10:30 a.m. until 1:00 p.m. with a rain date of Wednesday, April 22, 2020.

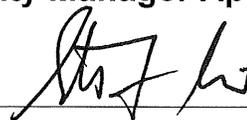
Thank you,

Dana Krings
Executive Assistant
Administration
Winona County
Phone: 507-457-6597

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Unfinished Business	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 4	City Clerk	03/16/20
<i>Item:</i> Award Contract for the Operation of Winona Transit Service		
<i>No.</i> 4.1		

SUMMARY OF REQUESTED ACTION:

Bids were received on February 26, 2020, for the operation of the Winona Transit Service for a three-year term to commence on May 1, 2020, with a two-year option term of May 1, 2023 through April 30, 2025. See the attached for a summary of the bids received.

Three Rivers Community Action has operated the Winona Transit Service for the past 10 years, but submitted a termination letter to the City in late December. Their last day of service will be April 30. The new vendor will begin service on May 1, and Three Rivers has stated that they will assist with the transition to the new vendor.

A transit review committee, comprised of Goodview City Administrator Dan Matejka, Assistant City Planner Luke Sims, City Clerk Monica Hennessy Mohan, and Jennifer Kahn Mandell, a current bus rider, met last week to review and evaluate the responses. The committee unanimously recommends that the Council award the contract to Transport3. If the Council concurs, a motion to adopt the following resolution would be in order:

Resolution

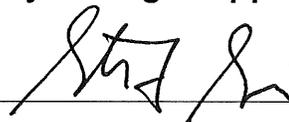
BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that it enter into a contract for the operation of the Winona Transit Service for a three-year term, commencing May 1, 2020, in accordance with the specifications dated January 17, 2020, covering the same and on file with the City Clerk, and that the City Manager and City Clerk execute the contract; and

BE IT FURTHER RESOLVED that the proposal of Transport 3, in the amount of \$3,295,385.25, it being the most favorable proposal received and it being the lowest responsible bidder therefore, be and the same is hereby accepted, and that the bidder execute said contract and furnish bond in the amount as required by the specifications or by law.

Department Approval:



City Manager Approval:



Bid Summary for Operation of Winona Transit

DEVIATED ROUTES				Demand Response				SUBSCRIPTION				GRAND TOTAL	
Total Hours	Hourly Rate	Subtotal	Percent Change	Total Hrs	Hourly Rate	Subtotal	Percent Change	Total Hrs	Hourly Rate	Subtotal	Percent Change		
Current Rates		\$ 31.20			\$ 31.20				\$ 24.96				
Transport3													
Year 1	14,176	\$ 34.05	\$482,692.80	9%	4,248	\$ 34.05	\$144,644.40	9%	3,200	\$ 27.00	\$ 86,400	8.2%	\$ 713,737
Year 2	14,225	\$ 35.53	\$505,414.25	5%	4,263	\$ 35.53	\$151,464.39	5%	3,200	\$ 28.35	\$ 90,720	5.0%	\$ 747,599
Year 3	14,176	\$ 41.59	\$589,579.84	17%	4,248	\$ 41.59	\$176,674.32	17%	3,200	\$ 29.80	\$ 95,360	5.1%	\$ 861,614
TOTAL Years 1 - 3												\$ 2,322,950	
Year 4	14,208	\$ 43.34	\$615,774.72	4%	4,256	\$ 43.34	\$184,455.04	4%	3,200	\$ 31.26	\$100,032	4.9%	\$ 900,262
Year 5	14,159	\$ 45.91	\$650,039.69	6%	4,241	\$ 45.91	\$194,704.31	6%	3,200	\$ 32.80	\$104,960	4.9%	\$ 949,704
GRAND TOTAL												\$ 4,172,916	

Semcac

Year 1	14,176	\$ 38.25	\$542,232.00	23%	4,248	\$ 38.25	\$162,486.00	23%	3,200	\$ 25.98	\$ 83,136	4.1%	\$ 787,854
Year 2	14,225	\$ 39.64	\$563,879.00	4%	4,263	\$ 39.64	\$168,985.32	4%	3,200	\$ 27.03	\$ 86,496	4.0%	\$ 819,360
Year 3	14,176	\$ 41.37	\$586,461.12	4%	4,248	\$ 41.37	\$175,739.76	4%	3,200	\$ 28.11	\$ 89,952	4.0%	\$ 852,153
TOTAL Years 1 - 3												\$ 2,459,367	
Year 4	14,208	\$ 42.94	\$610,091.52	4%	4,256	\$ 42.94	\$182,752.64	4%	3,200	\$ 29.23	\$ 93,536	4.0%	\$ 886,380
Year 5	14,159	\$ 44.80	\$634,323.20	4%	4,241	\$ 44.80	\$189,996.80	4%	3,200	\$ 30.40	\$ 97,280	4.0%	\$ 921,600
GRAND TOTAL												\$ 4,267,347	

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Unfinished Business	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 4	Public Works	3/16/2020

<i>Item:</i> Agreement for Construction Administration and Project Closeout
<i>No.</i> 4.2

SUMMARY OF REQUESTED ACTION:

The Winona Airport snow removal equipment (SRE) building is to begin construction this summer. The project was bid and awarded in 2019, and all state and federal grants are in place. Attached is a request to authorize professional services per the contract we have in place with TKDA Engineering. These professional services will cover construction administration and project closeout for the SRE building at the Winona Airport. The anticipated fee is \$41,000 with approximately 90% being paid with State and Federal grant monies.

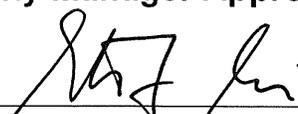
If the Council is in concurrence with the requested authorization, approval for Director of Public Works to sign this document and any ongoing related documents.

See the attached project documentation.

Department Approval:



City Manager Approval:





444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

Memorandum

To:	<u>Keith Nelson</u>	Reference:	<u>Snow Removal Equipment Building</u>
Copies To:	<u>Mayor Mark Peterson</u>		<u>Winona Muni. Airport - Conrad Field</u>
	<u>Winona City Council</u>	FAA AIP No.:	<u>3-27-0114-011-2019</u>
From:	<u>Matthew D. Zitzow, PE</u>	State No.:	<u>A8501-70</u>
Date:	<u>February 27, 2020</u>	TKDA No.:	<u>17076</u>

Mr. Nelson, Mayor Peterson, and City Council:

Provided herein is a request for a professional services authorization between the City of Winona and TKDA, to provide construction administration and post-construction (closeout) services associated with the Snow Removal Equipment Building project at the Winona Municipal Airport - Max Conrad Field.

Project Scope: The project provides for the construction of a Snow Removal Equipment (SRE) Building for the storage of airport snow removal equipment and materials, including the associated site and utility improvements. Major items of work for the project include building construction, connection to utilities, pavement removals, pavement construction, and turf establishment.

Summary of Project Status: The City has contracted with T2 Contracting LLC of Tomah, Wisconsin for the construction of the SRE Building. Work will begin in May 2020. Federal and State grants have been received to assist with project funding.

Project Budget: The total combined project cost for the building and associated site improvements is estimated to be \$1,041,000 (construction bid, engineering, testing, and administrative costs), which includes the proposed authorization with TKDA. Significant portions of the project have been approved for funding reimbursement through FAA and MnDOT Aeronautics grant programs. The cost sharing is 72% Fed (\$749,000) / 18% State (\$188,000) / 10% Local (\$104,000).

Request: Please authorize City staff to execute the professional services authorization with TKDA in the amount of \$41,000.00.

THE CITY OF WINONA
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson
and Associates, Incorporated
444 Cedar Street, Suite 1500
Saint Paul, Minnesota 55101

Pursuant to our Consultant Service Contract, dated April 12, 2018, the terms and conditions of which are incorporated herein by reference (the "Agreement"), you are hereby authorized to proceed with the Professional Services described as follows:

SNOW REMOVAL EQUIPMENT (SRE) BUILDING CONSTRUCTION
WINONA MUNICIPAL AIRPORT/MAX CONRAD FIELD (ONA)

I. PROJECT DESCRIPTION

The CITY proposes to construct a SRE Building at the Winona Municipal Airport to accommodate storage of field maintenance equipment and the associated activities and staff facilities. The Project will be funded through Federal (FAA), State (MnDOT Aeronautics), and Local funding sources. Professional Services to be provided by TKDA for this phase of the Project include major items of work as follows:

- Part C - Construction Administration Services
- Part D - Closeout Phase Services

Part A and Part B services for Project Formulation and Design were provided under a separate Authorization.

II. SERVICES TO BE PROVIDED

TKDA is requested to provide the following architectural and engineering professional services:

C. PART C – CONSTRUCTION ADMINISTRATION SERVICES (12 MONTHS)

During construction, our team will be an active resource for the CITY to ensure the building is constructed as designed. This begins at the pre-construction meeting, to establish a clear communication path with the Contractor and to ensure that the Contractor is aware of the projects goals. During the day-to-day of this phase, we will review and approve submittals, coordinate with the CITY and Contractor, answer Requests For Information (RFI), and provide periodic site observation reports. We will review Contractor requests for payment and provide final punch-list and close-out documentation.

Construction Phase Services:

1. Project management and administration of the TKDA team.
2. Conduct (1) on-site pre-construction meeting.
3. Participate in monthly construction meetings via telephone.

4. Conduct up to (6) site visits to document construction operations. Site visits will be provided by architecture or engineering staff as appropriate for major construction milestones.
5. Prepare and provide Proposal Requests (PR) and Change Orders (CO) to Contractor for changes to the contract documents that may be necessary.
6. Review Contractor submittals, shop drawings, and product data.
7. Review and respond to Contractor Requests for Information (RFI).
8. Lead (1) site visit following the Contractor punchlist, perform an inspection, and generate a punchlist of items to be completed by the Contractor.
9. Review weekly payroll reports from the Contractor for compliance with state and federal wage rates, and advise Contractor of deficiencies.
10. Coordinate services provided by the Prairie Island Indian Community Tribal Historic Preservation Officer (THPO).
11. Coordinate services provided by the geotechnical subconsultant, Braun Intertec.
12. Submit MN Department of Labor and Industry Plumbing Permit.

Construction Phase Deliverables:

- Submit pre-construction meeting notes to the CITY.
- Attend monthly construction meetings via phone or in person (if coincident with site visits), and provide construction reports to the CITY.
- Conduct final inspection and issue punch-list.
- Produce substantial completion documentation.

D. PART D – POST-CONSTRUCTION SERVICES

After the SRE Building is operational, we will work with the CITY to ensure all systems are functioning properly and as designed. TKDA will be available to review warranty issues and to ensure all contract documentation is complete. We will conduct a 10-month pre-expiration warranty inspection as well. TKDA will prepare and submit to the CITY a grant closeout report for submittal to the FAA and MnDOT Aeronautics and ensure that the grants are financially closed out.

Post-Construction Phase Services:

1. Prepare record model/drawings based upon Contractor's marked-up drawing set.
2. Closeout Documents: Process O & M Manuals from Contractor.
3. Review warranty information.
4. Conduct (1) 10-month warranty inspection. Document deficiencies to be corrected by the Contractor prior to warranty expiration.
5. Provide FAA grant closeout services associated with this Project. TKDA shall prepare and submit to the Owner a grant closeout report for submittal to the agencies. Closeout shall be submitted within 90-days of the final grant reimbursement to MnDOT Aeronautics.

Post-Construction Deliverables:

- Provide record drawings to CITY in PDF format.
- Federal Grant Closeout Report

III. ADDITIONAL SERVICES

If the need for Additional Services is determined, and the fee is agreeable and the CITY authorizes such services in writing, TKDA shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in our Agreement, a part hereof, and such compensation shall be over and above any maximum amounts set forth in this Authorization.

- A. Registered land or right-of-way surveys, legal descriptions, or related services.
- B. Preparation of DBE Program (beyond Contract-specific goals).
- C. Any trips by TKDA staff to the project site in excess of those indicated in EXHIBIT A.

IV. CITY'S RESPONSIBILITIES

These responsibilities shall be as set forth in the Agreement and as further described or clarified herein below:

- A. Provide TKDA with access to the Project site as required to perform services listed in Section II.
- B. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- C. Provide participation by CITY staff related to the inspection and approval of the construction of the SRE Building, such as inspections by the Building Official.

V. PERIOD OF SERVICE

SECTION II services shall be provided in accordance with schedules to be established for the Project.

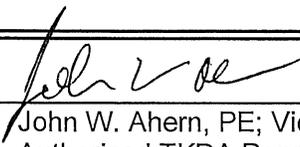
VI. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in Section III of our Consultant Services Contract, as shown on EXHIBIT A attached and summarized as follows:

Section II.C: Construction Administration Services (Lump Sum)	\$19,126.00
Section II.D: Post-Construction Services (Lump Sum)	<u>\$6,034.00</u>
Total Lump Sum Labor Cost	\$25,160.00
Estimated Expenses, including Geotechnical Subconsultant	<u>\$15,831.00</u>
Total Lump Sum Amount	\$41,000.00

Approved by _____, _____, 2020

Authorized City Representative
Authorized City Representative

Consultant Acceptance by , February 21, 2020.

John W. Ahern, PE; Vice President
Authorized TKDA Representative

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Parks and Recreation	03/16/20
<i>Item:</i> East Recreation and Community Center Design Proposal		
<i>No.</i> 5.1		

SUMMARY OF REQUESTED ACTION:

The City Council directed staff at their November 13, 2019 meeting, to continue the process to explore the expansion of the East Recreation Center as a Community Center that would house both the Friendship Center and Recreation services. The direction the City Council provided staff was to continue with design services under the assumption the City would explore bonding for the project.

Staff requested a proposal from ISG. ISG is the design firm that was used to complete the conceptual design for the East Recreation Center as well as an initial review of Central School. ISG is proposing a process that includes schematic design, design development, and bidding documents for \$329,150.00. The proposal from ISG is attached for your review.

If Council approves the proposal from ISG, the attached resolution would need approval as well. The resolution allows the City to disperse funds for the design services and allows those funds to be reimbursed if bonding is approved as the funding source for the project. If bonding is not chosen or the project does not move forward, the design services would need to be funded through the City budget or reserved sources. Staff indicated to City Council at the November 13, 2019 meeting, that bonding would be proposed for the 2021 budget at the earliest. The timeline was chosen to provide the Council with the bonding costs during an annual budget process.

Staff is recommending approval of the proposal submitted by ISG and is recommending approval of the attached resolution.

If Council concurs, a motion to direct staff to execute the proposal from ISG and to approve the attached resolution would be in order.

Department Approval:	City Manager Approval: 
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RESOLUTION NO. _____
RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the "Council") of the City of Winona, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Finance Director to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Finance Director of the City of Winona, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

East Recreation Center and Masonic Temple Upgrades

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$6,000,000.00 is the maximum principal amount of the Bonds which will be issued to finance the East Recreation Center and Masonic Temple Upgrades Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____, 2020.

Finance Director
City of Winona, Minnesota

FEBRUARY 7, 2020

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



PROJECT SCOPE

PROJECT UNDERSTANDING

The project includes the existing East Recreation Center site, a full city block bounded by Zumbro Street, East 4th Street, St. Charles Street, and East 5th Street. It includes the right of way for bounding streets bounding streets as on-street parking will be explored.

Master Planning the new facility and site improvements provided a \$4.1 million estimated construction cost, with a total project budget of \$5.4 million.

The proposed schedule, contingent on City bonding, is as follows:

- Design: March 2020 – November 2020
- Bidding: December 2020 – January 2021
- Construction Start: Spring 2021
- Construction Complete: Winter 2021/2022
- Open to the Public: Spring 2022

Having completed the project master plan in 2019, ISG has a jump start on information gathering with multiple staff and user input meetings, building and site programming efforts completed. The team from master planning is scheduled to leverage their project familiarity to deliver the City's vision through construction.

TASK ONE: DESIGN & BIDDING

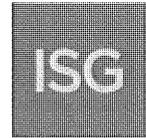
SITE SURVEY + BUILDING SCAN

ISG will complete a topographic and boundary survey by a surveyor licensed by the State of Minnesota which will include, at minimum, the following considerations:

- Detailed tree inventory including diameter and species
- Project limits
- Any existing buildings, retaining walls, and pavement structures
- Utilities
- Owner to provide any information known on private utilities

GEOTECHNICAL TESTING

ISG will coordinate to obtain quotes for performing geotechnical testing along with identifying the test locations and defining the types of testing methods required to provide sufficient data to develop construction documents.



SCHEMATIC DESIGN

Subtasks

- Notice to proceed / Schematic Design kickoff meeting
- Confirmation of Predesign assumptions for Master Plan and project approach
- Anticipate one Community engagement meeting
- User/ staff group meetings to develop space requirements/ criteria
- Prepare cost estimate / budget update
- Presentation to City Council or Other Committees as necessary
- 100% Schematic Design documents presented for approval to City

Deliverables:

- Project schematic site plan, including overall circulation and streetscape improvements
- Updated Community Center Schematic Design Renderings
- Updated cost estimate & project schedule
- Schematic building plans and schematic design drawing deliverables
- Schematic design building systems narrative

Responsibilities by City:

- Informal Review – City review of project for regulatory compliance
- City project user groups review and comment on schematic room criteria
- Approval of Schematic Design documents prior to starting DD phase

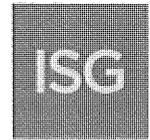
DESIGN DEVELOPMENT

Subtasks

- Anticipate one Community engagement meeting
- User/ staff group meetings
- Update cost estimate
- Presentation to City Council or Other Committees as necessary
- 100% Design documents presented for approval to City

Deliverables:

- Project Design Development site plan, including overall circulation and streetscape improvements
- Updated Community Center Design Development Renderings
- Updated cost estimate & project schedule
- Design Development drawing deliverables



Responsibilities by City:

- Informal Review – City updated review of project for regulatory compliance (pre-application review)
- User/ Staff participation in user groups meetings
- Approval of Design Development documents prior to starting CD phase

CONSTRUCTION DOCUMENTS

Subtasks

- 50% Construction Documents Milestone Review
- 90% Construction Documents Milestone Review
- Presentation to City Council or Other Committees as necessary
- Final construction documents submitted to City
- City Review and Approval period

Deliverables:

- 50% CD deliverables
- 90% CD deliverables
- Final CD deliverables

Responsibilities by City:

- Permit Application Review – City review of project for regulatory compliance
- Review of Construction Documents

PERMITTING

It is our understanding the following permits may be required:

- Site Plan Review Application
- City Land Disturbance Permit
- Stormwater/Erosion Control Permit Application
- Sidewalk Permit Application
- Building Plan Review/ Permit
- MnDOLI Plumbing Plan Review
- Paving Plan Review
- Fence Permit
- Sign Permit

ISG will work with City staff to make a final determination on which permits are applicable. ISG will support all application preparation and submittals with respective plans and exhibits. As such this service will be provided on an hourly basis. The owner is responsible for plan review and permit fees.



BIDDING

Subtasks

- Permit Application(s) submitted to Regulatory Agencies
- Assist City with public notice of bid period(s) and document distribution
- Attend and facilitate Pre-Bid Meeting
- Assist with bid process
- Attend and assist with Bid Opening(s) and Bid results tabulation
- Review Bid results and provide recommendations to City
- Assist with bid Award(s) and Contract(s) Preparation

Deliverables:

- Prepare and submit all applicable permit applications / regulatory reviews
- Facilitate in pre-bid conference
- Preparation of Addenda
- Respond to Contractor / Subcontractor questions, substitution requests, etc.
- Assist in the evaluation of bids and provide recommendations
- Assist with and attend pre-contract meetings

Responsibilities by City:

- Provide bidding contractors access to the site and building during the bid period
- Provide bidding contractors access to relevant project information
- Provide City participation in the formal review and approval processes per the City's standard durations and protocol

TASK TWO: CONSTRUCTION CONTRACT ADMINISTRATION

For the project budget, ISG assumes a 10-12 month construction schedule.

Subtasks

- Facilitate pre-construction meeting
- Attend bi-weekly construction progress meetings
- Review schedule of values and certify contractor applications for payment
- Respond to contractor questions
- Review shop drawings submitted by contractor
- Review construction progress and prepare field observation reports
- Process Supplemental Instructions, Change Orders, or Construction Change Directives if/when needed.
- Prepare punch list and confirm contractor completes punch list items prior to final completion.
- Perform activities associated with the 11 month walkthrough and end of the Contractor 1-year correction period.



Responsibilities by City:

- Attend construction phase meetings
- Process pay applications for contractor payment
- Review and authorize construction contract modifications if/when required
- Coordinate move-in / occupancy of completed facility with substantial / final completion milestones

COMPENSATION

ISG proposes to provide the scope of services described within this proposal for a lump sum amount shown below. Should the project increase / decrease by 5% of construction cost, ISG requests the opportunity to re-evaluate fees based on updated project scope.

Task 1 - Design & Bidding: Compensation \$329,150

- Site & Building Survey
- Schematic Design
- Design Development
- Construction Documents
- Permitting
- Bidding

Task 2 - Construction Contract Administration: Compensation \$45,450

Anticipated reimbursable expenses such as travel time, mileage, and task 1 phase printing costs are included in the fees indicate above. Plan review and Permitting fees are to be paid by City or Building Contractor.

Please contact me at 952.426.0699 with any questions regarding our services or this proposal. To provide ISG authorization to proceed, please acknowledge receipt and acceptance of this proposal. ISG will then prepare a standard AIA Owner/ Architect Agreement. We look forward to the opportunity to assist you with this project.

Sincerely,

Amanda Prosser PLA, CPSI

Associate Principal + Practice Group Leader

Kevin Bills, AIA

Project Manager

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Planning	3/16/20
<i>Item:</i> Plat Review – Loesel Subdivision		
<i>No.</i> 5.2		

SUMMARY OF REQUESTED ACTION:

Council review and approval of this plat is required for the City Clerk to sign the document and for it to be recorded. The property owner is creating two new lots and one outlot for continued use and potential divestment. The property in question includes to-be platted land that would house a single garage that would be used in a commercial capacity as an approved use in its existing B-3 zoning district. The existing single-family use on the property is a legal nonconformity and City Staff and the Planning Commission recommend the approval of the plat with the condition that the house situated on the proposed Block 1, Lot 2 be rezoned following approval of the plat.

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

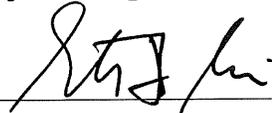
Attachments:

- i. Resolution
- ii. Loesel Subdivision Plat

Department Approval:



City Manager Approval:



LOESEL SUBDIVISION

PRELIMINARY ONLY

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Zachary P. Loesel and Emily R. Ebbers, husband and wife owners of the following described property situated in the City of Winona, County of Winona, State of Minnesota:

That part of Lots 4 and 5, Plat of Subdivision of the South Half of Section 35 and South Half of Northeast Quarter of Section 35, Township 107 North, Range 7 West described as follows, to-wit:

Commencing at the quarter section stake between Sections 35 and 36 in Township 107 North of Range 7 West;
 thence running North 74 degrees 55 minutes West a distance of 470.3 feet to the westerly line of U. S. Highway Number 61, now State Highway Number 43, to the point of beginning;
 thence continuing North 74 degrees 55 minutes West 315.9 feet to the easterly line of Sugar Loaf Avenue;
 thence North 7 degrees East along said easterly line of Sugar Loaf Avenue a distance of 79.7 feet;
 thence South 83 degrees East a distance of 342.96 feet, more or less, to the center line of U. S. Highway Number 61, now State Highway Number 43;
 thence South 12 degrees 30 minutes East along said center line a distance of 133.47 feet;
 thence North 74 degrees 55 minutes West a distance of 78.97 feet to the point of beginning.

Except,

Parcels 38A and 39, as designated on Minnesota Department of Transportation Right-of-way Plat Number 85-16 on file and of record in the office the County Recorder in and for Winona County, Minnesota.

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

In witness whereof said Zachary P. Loesel and Emily R. Ebbers, husband and wife, have hereunto set their hands this _____ day of March, 2020.

Zachary P. Loesel _____ Emily R. Ebbers _____

STATE OF MINNESOTA
 COUNTY OF WINONA

This instrument was acknowledged before me on March _____, 2020 by Zachary P. Loesel and Emily R. Ebbers.

Notary Public
 Winona County, Minnesota
 My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated this _____ day of March, 2020.

Michael P. Kleinschmidt
 Minnesota License 10942

STATE OF MINNESOTA
 COUNTY OF WINONA

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

Notary Public
 Winona County, Minnesota
 My Commission Expires _____

CITY COUNCIL

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

Monica Hennessy Mohan
 City Clerk, City of Winona, Minnesota

COUNTY SURVEYOR

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

Brian Wodele, Winona County Surveyor
 Minnesota License 46559

COUNTY AUDITOR and TREASURER

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

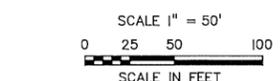
Sandra J. Suchla
 Winona County Auditor and Treasurer

COUNTY RECORDER

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

Robert J. Bambenek
 Winona County Recorder

VERSION 0.92

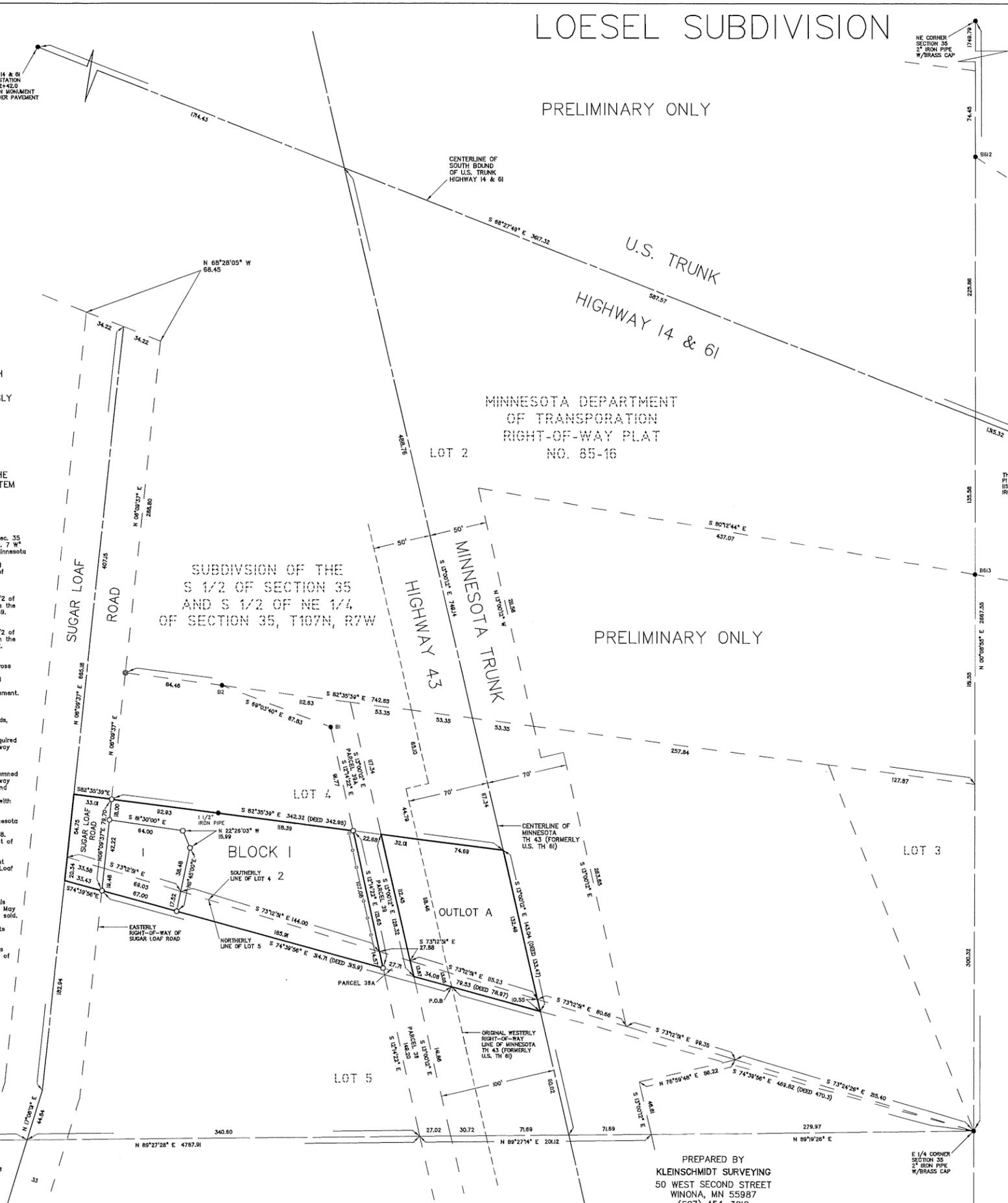


- LEGEND
- = 3/8" IRON ROD SET WITH LICENSE 10942
 - = 1/2" IRON PIPE PREVIOUSLY SET WITH LICENSE 10942
 - = IRON MONUMENT FOUND
 - P.O.B. = POINT OF BEGINNING
 - = CONTROLLED ACCESS

ALL BEARINGS ARE BASED ON THE WINONA COUNTY COORDINATE SYSTEM (NAD 1983, 1996 ADJUSTMENT)

SURVEYOR'S NOTES

- 1) The "Plat of the Subdivision of the S 1/2 of Sec. 35 and the S 1/2 of NE 1/4 of Sec. 35, T. 107 N, R. 7 W" is an Auditor's Plat (a tax parcel map) as per Minnesota State Statute Section 272.19. It was prepared by Winona County Surveyor L. F. von Wimpffen based on recorded documents as they existed in April of 1880.
- 2) The boundary of Lot 4 of the "Plat of the Subdivision of the S 1/2 of Sec. 35 and the S 1/2 of NE 1/4 of Sec. 35, T. 107 N, R. 7 W" is based on the property described in Book 23 of Deeds, Page 539.
- 3) The boundary of Lot 4 of the "Plat of the Subdivision of the S 1/2 of Sec. 35 and the S 1/2 of NE 1/4 of Sec. 35, T. 107 N, R. 7 W" is based on the property described in Book 5 of Deeds, Page 352.
- 4) The original right-of-way of Minnesota Trunk Highway 43 (formerly U. S. Trunk Highway 61) across Lots 4 and 5 was condemned by the State of Minnesota on August 24, 1931. See Parcels 41 and 42 in a Final Certificate recorded in Book 154 of Deeds, Page 166. Outlot A is subject to this easement.
- 5) In February of 1938, the State of Minnesota acquired additional Minnesota Trunk Highway 43 right-of-way across Lot 4. See Book 177 of Deeds, Page 437. Outlot A is subject to this easement.
- 6) In August of 1935, the State of Minnesota acquired additional Minnesota Trunk Highway 43 right-of-way across Lot 5. See Book 172 of Deeds, Page 595. Outlot A is subject to this easement.
- 7) In April of 1984, the State of Minnesota condemned additional Minnesota Trunk Highway 43 right-of-way across Lots 4 and 5. See Parcels 38, 38A, 39 and 39A in a Final Certificate recorded as Document 23072. This property was occupied in fee along with the right to access Trunk Highway 43.
- 8) The additional right-of-way the State of Minnesota acquired in April of 1984 was surveyed by the Minnesota Highway Department in February of 1978. See Minnesota Department of Transportation Right of Way Plat No. 85-16.
- 9) This surveyor was unable to find any document formally dedicating what is now known as Sugar Loaf Road. It was assumed to exist by Common Law Dedication. Its location was based on existing occupation.
- 10) The north line of the property depicted on this plat was originally surveyed by Charles G. Weyl in May of 1940 when the property to the north was first sold. See page 16 of his 1940 field book on file at the Winona History Center. One of the two monuments set along this line was recovered as shown.
- 11) The portion of Lot 5 depicted on this plat was originally conveyed in May of 1949. See Book 206 of Deeds, Page 215.



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

E 1/4 CORNER SECTION 35
 2" IRON PIPE W/BRASS CAP

NE CORNER SECTION 35
 2" IRON PIPE W/BRASS CAP

TH 14 & 61
 PI STATION
 1724+42.0
 IRON MONUMENT
 UNDER PAVEMENT

TH 14 & 61
 PI STATION
 156+97.63
 IRON ROD

W 1/4 CORNER SECTION 35
 CAST IRON MONUMENT

RESOLUTION

WHEREAS, Zachary Loesel and Emily Ebbers ("Petitioner" or "Applicant") have submitted an application for Final Plat approval of the proposed "Loesel Subdivision" plat ("Final Plat" or "Plat"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Winona City Planning Commission ("Commission") in accordance with provisions of the Winona City Code, Section 43.06.31(B) held a required public hearing to consider said Plat on March 9, 2020; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council that; the City Council concurs with the recommendation of the Commission and hereby adopts the findings thereof and approves the Final Plat for Loesel Subdivision, subject to the following condition(s):

1. The Final Plat shall comply with the provisions of all applicable State statutes and standard procedures for platting in Winona County.
2. That no Development Agreement is required as the subdivision does not involve installation or construction of new public improvements.
3. The Final Plat shall be recorded within 180 days of City Council approval or the City's approval shall be deemed null and void.
4. The applicant shall be responsible for and pay all fees, including recording fees.
5. Block 1, Lot 2 shall be rezoned to the R-2 zoning district to accommodate the persistent single family home use and an application for such rezoning shall be made within two months of plat approval.

Dated this _____ day of _____, 2020.

Attest:

Mark F. Peterson
Mayor

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Legal Description of Property Being Platted as Loesel Subdivision

That part of Lots 4 and 5, Plat of Subdivision of the South Half of Section 35 and South Half of Northeast Quarter of Section 35, Township 107 North, Range 7 West described as follows, to-wit:

Commencing at the quarter section stake between Sections 35 and 36 in Township 107 North of Range 7 West;
thence running North 74 degrees 55 minutes West a distance of 470.3 feet to the westerly line of U.S. highway 61, now State highway Number 43, to the point of beginning; thence continuing North 74 degrees 55 minutes West a 315.9 feet to the easterly line of Sugar Loaf Avenue: thence North 7 degrees East along said easterly line of Sugar Loaf Avenue a distance of 79.7 feet; thence South 83 degrees East a distance of 342.96 feet, more or less, to the center line of U.S. Highway Number 61, now State Highway Number 43; thence South 12 degrees 30 minutes East along said center line a distance of 133.47 feet; thence North 74 degrees 55 minutes West a distance of 78.97 feet to the point of beginning.

Except, Parcels 38A and 39, as designated on Minnesota Department of Transportation Right-of-way Plat Number 85-16 on file and of record in the office of the County Recorder in and for Winona County, Minnesota.

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Community Development	3/16/20

Item: **Consent to File Plat**

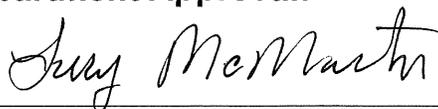
No. **5.3**

SUMMARY OF REQUESTED ACTION:

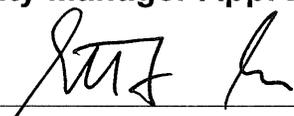
The City of Winona has received a Final Plat for subdividing the parcels at 166 west Broadway. Because the City of Winona has an interest in the parcel in the form of a mortgage, consent to plat is being presented for Council's review.

If Council concurs, a motion to authorize the Mayor and City Clerk to execute the consent would be appropriate.

Department Approval:



City Manager Approval:



CONSENT TO FILE PLAT

Date: _____

The City of Winona, a municipal corporation, holder of that certain mortgage dated October 9, 2003 and filed for record October 20, 2003 as Document No. 478995, 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.

City of Winona

BY: _____

Its: Mayor _____

BY: _____

Its: City Clerk _____

STATE OF MINNESOTA
COUNTY OF WINONA

This instrument was acknowledged before me on _____ by Mark Peterson and Monica Hennessy Mohan as Mayor and City Clerk, respectively, of the City 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

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Public Works	03/16/20

Item: **GreenCorps Application**

No. **5.4**

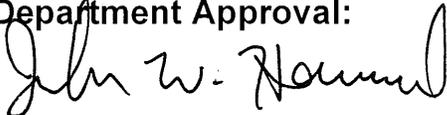
SUMMARY OF REQUESTED ACTION:

The City's Natural Resource and Sustainability Coordinator prepared an application to request a GreenCorps member to assist the City in sustainability planning and energy conservation. The GreenCorps program is an 11 month program of AmeriCorps administered by the Minnesota Pollution Control Agency where young professionals serve governmental or non-profit entities, typically on a full time status from October through August. The City hosted GreenCorps members in the 2016-2017 service term and again in the 2018-2019 service term. Their projects included the City's tree inventory and energy management analysis.

The GreenCorps program provides a stipend to the GreenCorps member, so the member serves at no monetary cost to the host organization. Host sites typically pay for the member to attend conferences and professional development trainings, but staff expects this to cost no more than a thousand dollars. City staff will need to devote time to providing guidance and supervision, as well as office space for the individual to work in.

The GreenCorps member would help do outreach to the community around sustainability and natural resource planning, ideally working with local schools as well. The member would coordinate with the County on composting to reduce land fill use, and also carry forward the energy management work of our most recent GreenCorps member.

If Council supports hosting another GreenCorps member, a motion to direct staff to submit the application would be in order.

Department Approval: 	City Manager Approval: 
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Instructions: The Minnesota GreenCorps (MN GreenCorps) program is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). **Please complete the application, answer all questions, and send via email to mngreencorps.pca@state.mn.us.** For more information, refer to the *Minnesota GreenCorps host site application guide*. Applications must be submitted electronically by **5:00 p.m. Central Time on Wednesday, March 18, 2020.**

Please note:

- In an effort to allocate MN GreenCorps member positions and resources to various communities, organizations will not generally receive more than two member positions per year.
- Current or past host sites are not guaranteed selection as a 2020-2021 host site.
- Operation of the 2020-2021 program year is contingent on funding. Confirmation of funds may not be available before the application deadline.
- MN GreenCorps host sites must have at least one full time paid employee. The minimum supervision requirement is at least 0.08 full-time equivalent (FTE) of a professional staff's time to supervise one MN GreenCorps member, or at least 3.2 hours per week.

I. Applicant and project information

Name of legal applicant organization: City of Winona

Mailing address: PO Box 378

City: Winona State: MN Zip code: 55987

Applicant contact: John Howard Title: Natural Resources & Sustainability Coordinator

Phone: 507-457-8273 Email: Jhoward@ci.winona.mn.us

Website address: www.cityofwinona.com

What type of host site is your organization (check one): New Current or past host site

Contact information for authorized representative (individual responsible for signing legal agreements in your organization):

Authorized representative name: Stephen T. Sarvi Title: City Manager

Mailing address: PO Box 378

City: Winona State: MN Zip code: 55987

Phone: 507-457-8234 Fax: _____

Email: Ssarvi@ci.winona.mn.us

Please indicate your organization type:

- Government agency (local, regional, state, tribal, or federal)
(Examples include cities, counties, tribal governments, park districts, regional planning organizations, watershed districts, etc.)
- School district
- 501(c) (3) non-profit organization (**Note:** you must submit proof of 501(c) (3) status with your application)
- Not for profit institutions of higher education

Please indicate the member position type for which you are applying (must only select one). Details of the member position descriptions can be found in the *Minnesota GreenCorps host site application guide*.

- Air Pollutant Reduction
- Community Readiness and Outreach
- Green Infrastructure Improvements
- Waste Reduction, Recycling, and Organics Management

II. Narrative questions

Before responding to the following questions in the text box provided, review the pre-scoped position description as well as member prohibited activities (under section II of the *Minnesota GreenCorps host site application guide*).

Examples of prohibited member activities include attempting to influence legislation, advocacy for or against proposed legislation, providing a direct benefit to a for-profit business, writing a grant application to any federal agency, clerical work or research unless such activities are incidental to the member's direct service activities. AmeriCorps members cannot displace or replace previously employed, striking, or laid off workers (see the *Non-displacement policy* of the *Host site application guide*).

Project scope and outcomes

1. Provide an overview of the service project you propose.

The GreenCorps member will assist the City in developing and advancing a city wide sustainability plan, and help engage the public in plan development. The member will also work with local schools to help them advance their sustainability objectives including education to students. The GreenCorps member will also work with Winona County to implement a MPCA compost feasibility study. Finally, the member will participate in winter de-icing reduction education programs and assist with energy related education to City of Winona staff and the public.

2. Indicate performance measures that the project aligns with by checking the corresponding box and inputting estimated results. The service project may address any of the performance measures in any of the categories. **Projects must align with at least one performance measure outlined below**; alignment with two or more measures is encouraged.

Air

Improve air quality: Members will implement air quality improvement measures and education aimed at reducing air pollutants (i.e., fine particles, toxics, greenhouse gases) through avenues, such as reducing vehicle miles traveled or electrified, British thermal units (Btus) or Therms, etc.

Retrofit public structures: Members will apply energy conservation measures to improve the thermal performance of public buildings/structures. Retrofitted structures will result in reduced energy consumption and/or reduced energy costs.

Input estimated results (i.e., number of public buildings retrofitted):

The City's sustainability plan will certainly address air quality, but concrete results may not be realized during the member's term.

Input estimated results:

Events and conversations with at least 15 City staff and equivalent numbers of the general public.

Land and water

Reduce nutrient pollution: Members will implement nutrient reduction efforts, resulting in pounds of phosphorus removed, pounds per year of total suspended solids (TSS) removed, and/or chloride reduction.

Improve public lands: Members will implement best management practices to treat and improve acres of public lands through activities, such as removing invasive species, planting native trees, seeding prairie, etc.

Input estimated results (i.e., number of acres improved):

Participate in at least one invasive removal effort that clears at least 0.25 acres. Potential for much greater work (5+ acres) if the GreenCorps member is so inclined.

Input estimated results:

Waste reduction

Reduce food waste through organics recycling: Members will implement waste prevention or organics recycling resulting in pounds of organics prevented or diverted from the waste stream. Projects should focus on residential, institutional, or other public facilities.

Divert waste: Members will integrate sustainable waste management practices into daily operations at host site and community facilities to recycle, compost, prevent, or otherwise divert material from the waste stream.

Input estimated results (i.e., number of pounds of waste diverted):

2,000 lbs. diverted from waste stream to food reuse

Input estimated results:

Outreach and education

- Educate or train individuals in environmental stewardship:* Members will educate and/or train individuals on environmental stewardship to improve land, air and water quality.
- Motivate individuals to change behavior or promise to change behavior:* Members will provide education and training that will result in individuals changing behavior or making a promise or pledge to change behavior to lessen environmental impact.
- Mobilize and/or engage volunteers in community service projects:* Members will recruit, train, and/or engage community members in local service projects.

Input estimated results (i.e., number of individuals receiving education):

75 adults, 75-250 students

Input estimated results (i.e., number of individuals committing to behavior change):

30 adults, 50 students

Other

- This project engages areas of environmental justice concern, per the *EJ Story map* found on the MPCA's website at <http://mpca.maps.arcgis.com/apps/MapSeries/index.html?appid=f5bf57c8dac24404b7f8ef1717f57d00>.

Input estimated results (i.e., communities engaged):

1 (City of Winona)

- This projects addresses chloride reduction (i.e., road salt and water softeners)

Input estimated results (i.e., mechanism for chloride reduction):

At least one Smart Salting workshop, and ideally education materials produced and distributed for local businesses

Workplan

Member position goal statement:

A brief one to two sentences summarizing the overall goal of the proposed member project:

Work with residents, consultants and City staff to develop a top-notch sustainability plan to guide future projects. Help with greening the City government's internal energy use, advancing composting, and implementing sustainibility projects in local schools.

Complete the table below outlining a Workplan for the proposed member position. Members serve a total of 1,700 hours from September 2020 to August 2021. There are 300 training hours already included in the template below. Please input service activities totaling 1,400 hours. See the *Minnesota GreenCorps host site application guide* to reference the pre-scoped member position description and review the types of activities that fall under essential and marginal functions. See sample workplan on the MN GreenCorps' website at <http://www.pca.state.mn.us/mngreencorps>.

Member activities	Projected results/measures	General monthly timeline for each activity (ex: September - February)	Approximate hours of time allocated to each activity
MN GreenCorps required orientation and quarterly trainings (approx. 100 hours) Other trainings, workshops, and conferences (up to 170 hours) Civic engagement activities (up to 100 hours)	Members attend all required MN GreenCorps trainings, including the three-day orientation in September and quarterly trainings. Members participate in conferences, workshops and other trainings throughout their service year. Members participate in civic engagement activities to broaden their experience and further engage in their community.	September – August	~300 hours
City of Winona Sustainability Plan	Attend planning meetings and coordinate with City staff and volunteers as they work with sustainability plan consultants. Research components to emphasize in the plan and help understand Winona's sustainability baseline. Incorporate existing planning and environmental projects into the overall sustainability plan. Assist with outreach and	September - August	515

Member activities	Projected results/measures	General monthly timeline for each activity (ex: September - February)	Approximate hours of time allocated to each activity
	engagement with the general public.		
Energy Education and Outreach	Work with City staff to continue to build a culture of energy awareness and conservation within City operations. Hold events to engage the public to conserve and be energy efficient.	October - August	170
Winona School Outreach and Assistance	Collaborate and assist local area schools to advance their own sustainability initiatives, and educate their students about environmental sustainability topics. Help the schools' community actively participate in the City of Winona sustainability plan.	September - June	390
Regional Organics Composting Grant	Work with county staff and other regional partners (Fillmore and Houston Counties, Winona State University, St. Mary's University and Winona Area Public Schools to identify volumes of organic waste available to be diverted to a regional organics composting facility. Support and advance the initiative in other ways as able. Work to reduce food waste at the source, and with the local food shelf to redirect usable food to human consumption.	Sept. - December	260
Chloride Reduction Education	Coordinate with the MPCA to hold one or more educational events about Smart Salting and reducing chlorides. Develop public facing education pieces to motivate wiser use of de-icers.	Sept.- March.	65

Community need/involvement

- Describe how the proposed project will have a positive environmental impact on the community or communities your organization serves. The MN GreenCorps program prioritizes host site projects that support communities with higher concentrations of low-income residents and people of color, including tribal communities. The MPCA's criteria and interactive mapping tool are on the MPCA's website at <http://mpca.maps.arcgis.com/apps/MapSeries/index.html?appid=f5bf57c8dac24404b7f8ef1717f57d00>.

Please indicate if the project will serve under-represented, economically disadvantaged, or rural populations:

Much of the core of Winona (four census tracts) is within areas considered by the MPCA to be economically disadvantaged as shown in the mapping tool. Winona County is generally considered rural.

- How will the proposed MN GreenCorps member position engage community members and/or mobilize volunteers?

A major emphasis of the GreenCorps member will be engaging with community members to develop a community environmental sustainability plan. This is likely to be done by a variety of means including online surveys, scheduled public meetings, and social media posts. The member will also engage with local schools, universities, and city employees on sustainability topics. The member will certainly work with volunteers including coordinating meetings and events.

- If your member project requires support from other partners, either internally (e.g., other departments like IT, facilities maintenance, etc.) or externally (e.g., a school district), please list these partners below, and describe how the partnership will work. What actions will you take as the host organization to ensure that partners are fully in support of and engaged in the project?

As applicable, to demonstrate a commitment by these partner departments or organizations, provide letters of support as attachments when submitting this application (list the attachments below):

The City has reached out to staff at two charter schools in the area, Riverway and Ridgeway, about having the GreenCorps member work with their schools. Both have expressed interest, and more concrete ideas are being developed with the Ridgeway school. Regular meetings with the GreenCorps member and school administration will ensure the GreenCorps work is meeting the needs of our school partners.

The City also intends to coordinate with Winona, as the County is in the midst of implementing an organics compost feasibility grant. Some early stage work was completed by a County based GreenCorps member in the fall and early winter of 2019, but that member was unable to complete the service term. The proposed member would help with certain outreach and coordination work on this grant. The City would also coordinate with the County on the solid waste and invasive species

aspects of the sustainability plan.

Organizational capacity and commitment

Please respond to the following questions about your organization:

1. In one paragraph, describe your organization's mission. Include a description of the community your organization serves, qualifications of your staff, the number of paid staff, and experience (if any) with hosting AmeriCorps members:

The City of Winona strives to provide quality public services to residents in a cost effective and sustainable manner to the City's nearly 28,000 residents. The City also works to develop our community's economic, social and recreational resources. The City employs nearly 270 full time equivalent staff through a variety of departments and city buildings. The proposed host site supervisor, John Howard, has worked as the City's Natural Resources since August 2016, and over that time has supervised one GreenCorps member (Sarah Bruhler 18-19), and worked with two others (Tyler Faber 16-17, and Lauren Jensen 17-18 at Winona County).

2. Describe how your organization's current efforts and activities reflect the commitment and expertise you can provide to support a MN GreenCorps member. Include examples as appropriate:

Since the summer of 2016, the City of Winona has employed a full time Sustainability Coordinator, which is unusual for a City of Winona's size and economic standing. During that time, the City has made strides in ecosystem restoration, energy conservation, community solar procurement and completed an energy action plan. Some of this work has received awards including the Pollinator Alliance of Minnesota community pollinator protector award in 2017, the Minnesota Clean Energy Community award in 2018, and a community invasive species control award with the County, SWCD and other local partners. Developing a community sustainability plan would be the next major step, and would be aided by having a community readiness GreenCorps member.

3. A host site supervisor must be able to provide **at least 0.08 FTE per member**, which equates to a **minimum of 3.2 hours each week**. **The supervisor should be a FTE employee of the host site or a partnering organization.**

Describe how the host site supervisor will meet this requirement.

The supervisor will meet this requirement by planning regular meetings and work sessions with the GreenCorps member and being fastidious with reporting time. Some supervising and mentoring may be met by project partners.

Please provide the background/qualifications of the staff member in your organization who will be responsible for day-to-day supervision of the MN GreenCorps member from September 2020 through August 2021. **Please note that the supervisor is required to attend an all-day orientation training in September.**

John Howard would be the site supervisor, and has experience being a supervisor from the 2018-2019 service term. John has 3.5 years of experience in his current role as the Natural Resources and Sustainability Coordinator, and prior to this role, worked in private environmental consulting for four years and served on the City of Edina Energy and Environment Commission. John holds a bachelor's degree in biology from St. Olaf College and a masters degree in science, technology and environmental policy from the U of M Humphrey School of Public Affairs. It is understood that John would attend the required all day orientation kick off training in September.

Contact information for on-site supervisor:

Supervisor name: John Howard Title: Natural Resources and Sustainability Coordinator
Email: Jhoward@ci.winona.mn.us Telephone: 507-457-8273

4. MN GreenCorps is a program that offers individuals professional, educational, and civic growth, particularly in the environmental field. **Potential members may not bring highly specialized skills to their position.** Describe how you will support the member in terms of on-site training, professional development, staff support and expertise, etc.:

The City and the site supervisor understand that the GreenCorps member will need some support because they likely lack the experience or skills to undertake projects without help. John is only about ten years removed from the position of most GreenCorps members, and therefore can still relate to the experience of entering the field and being a young professional. The City and the site supervisor want the member to have a positive and productive experience, and therefore are committed to encouraging the member's professional development and skill set. The City will encourage the member to explore their interests throughout the term and to attend trainings and seminars to further their knowledge.

5. What financial and/or material resources will your organization make available for MN GreenCorps member(s) projects and activities, should these be needed? MN GreenCorps members receive a minimal training budget from the MPCA to utilize throughout their service. We do encourage host sites to assist with providing training opportunities or funding for their member to attend trainings, conferences, etc. throughout the service year.

The City is able to provide a vehicle for transportation to trainings and events, and likely has around \$1,000 that can be used for training activities. John regularly attends events, and will be sure to share opportunities with the member and encourage them to fully capitalize on networking and training opportunities.

6. Host sites are required to provide reasonable workspace for members to complete the tasks of their project, which includes a desk, phone, computer, email account, etc. Describe the dedicated office space (with approximate square footage) the member will occupy for the 11-month term of service and the equipment and services that will be made available to allow the member to carry out the work:

The GreenCorps member would occupy a standard 100 sq. foot cubicle space in the City's Engineering and Public Works Department located in the City Hall building. Common areas available to regular staff, such as a break room and meeting rooms, will be made fully available to the GreenCorps member. Their personal work space has phone, internet, computer, printers and general office supplies to meet virtually all typical office needs. The member will have their own personal email address.

7. Is your organization able to provide recommendations and or assist your member in securing local housing? (*not required*)

Yes No

8. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.). Please keep in mind that some members may not have access to a personal vehicle and some members may not be eligible to drive. If you indicate that driving is required, you may limit the number of members eligible for your site.

- A. Is the member required to drive in order to access or complete service activities?

Yes No

- B. How will the host site provide transportation for service-related activities?

The host site will reimburse mileage for the members use of a personal vehicle.

The host site will provide a transit pass or reimburse the cost of public transportation.

The host site will provide access to an organizational vehicle.

Please note: The members will be covered under the MPCA Commercial General Liability and Commercial Automobile Liability insurance policies as volunteers. If the members are using vehicles belonging to the Host Site organization to conduct business on behalf of the Minnesota GreenCorps Program, the Host Site's insurance is primary. Any other insurance that may be available would only respond after the organization's insurance is exhausted.

- C. Is your organization able to provide transit discounts for a MN GreenCorps member, if applicable? (*not required*)

Yes No

Sustainability

1. How do you see this work continuing after the MN GreenCorps member completes their service?

The sustainability plan will by its nature have a list of suggestions for next steps, and thus guide future work. Having a dedicated sustainability staff member means this work will continue apace. The engagement work of the member hopefully will increase the volunteer pool, and increase the capacity of the City to take on new initiatives. Work with the County will be facilitated by staff at the County, and the resulting feasibility study is likely to have prescribed next steps. Working with the County and schools will foster future collaboration.

2. How does this project fit into your organization's long-term goals?

In essence, the project will help determine our long term goals. A sustainability plan has been a major objective for the City's environmental program, and the sustainability plan will be incorporated into the next comprehensive plan update - likely in 2021.

Current or past host sites only

Review Section VII of the *Host site application guide* with considerations for current or past host site applicants.

1. Identify the program year(s) your host site previously participated, focus area(s), and the number of members hosted:

2016-17: Urban Forestry - 1 member, 2018-19: Air Pollution Reduction - 1 member.

2. Describe evidence of the effectiveness of your current or past member projects, including environmental results, and how you will build on these results if awarded another member:

The City has been very impressed with the quality of GreenCorps members. In both cases of the members at the City, the member completed their work much faster than anticipated, and required much less day to day supervision. The first member completed a public tree inventory that is still in use three years later, and is very useful in planning future tree plantings. Our more recent member got the City updated in the B3 database so that it can help us prioritize which buildings to focus our retrofit and energy conservation efforts. This member also was instrumental in planting trees, and in kicking off a City sustainability group and getting information on creating a sustainability plan.

3. Describe how this proposed member position is unique from past member positions at your organization:

The proposed member position will have a much more public facing role than the prior two member positions and cover a broader territory of topics. The proposed member will need to converse with the public, and have or develop very good communication skills. The proposed position also is broader in its scope since a sustainability plan and school initiatives could cover any environmental topic. Thus the City anticipates the member will need, and receive, more support from City staff and consultants than the prior members.

4. Describe any improvements you plan to make in terms of project oversight, member supervision, implementation, and results:

The site supervisor will plan to have more regularly scheduled meetings with the member both to make sure the member is getting the support they need and to make sure timelines are being met. With the last member, meetings were only scheduled as a need arose, or were informal.

III. Supporting documentation

If your organization is governed by a Board, please provide a *Board resolution* in support of this application (see example in the *Minnesota GreenCorps host site application guide*). If the Board resolution cannot be provided by the application deadline, provide an explanation below and the date when it will be submitted. 501(c) (3) non-profit organizations must submit proof of 501(c) (3) status with the submittal of application. Relevant letters of support from partner organizations or internal departments are encouraged and accepted at the time of application and throughout the selection process.

	Yes	No	N/A	Comments
Authorizing Board resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proof of 501(c) (3) status	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The City of Winona is a municipal corporation.
Letters of support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5.**

City Engineer

3/16/2020

Item: **2020 State Aid Street Reconstruction Project: Sioux Street from Sarnia to Sanborn Streets**

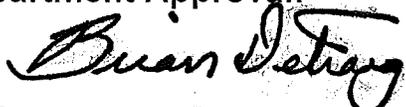
No. **5.5**

SUMMARY OF REQUESTED ACTION:

Attached is the City Manager's recommendation to construct the 2020 Street Reconstruction Project. The area to be constructed this year is Sioux Street from Sarnia to Sanborn Streets. Attached is the Engineer's Estimate. The total project estimate is \$1,266,842 and included in that amount are the assessable administrative fees of \$10,560. \$76,560 of this will be assessable, \$333,306 will be paid by the City out of the sanitary sewer and water funds, and the remaining \$856,976 will be paid out of the State Aid account.

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

Department Approval:



City Manager Approval:



**RESOLUTION TO PREPARE FEASIBILITY
REPORT ON IMPROVEMENT**
(Initiated by Council)

M.S.A.P 176-137-002

WHEREAS, the City Council proposes to construct the following local improvement: 2020 Sioux Street Reconstruction Project and to assess the benefited property for all or a portion of the costs of such improvement, pursuant to Chapter 429, Minnesota Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINONA, MINNESOTA, that the proposed improvement is hereby referred to the City Manager and the City Engineer and that such persons are instructed to report to the council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the Council this 16th day of March, 2020.

Mayor

ATTEST:

City Clerk

2020 Sioux Street Reconstruction Project

MSAS 176-137-002

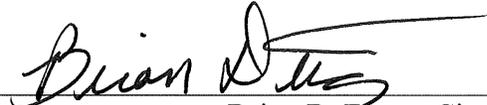
Winona, Minnesota

March 16th, 2020

CITY ENGINEER'S REPORT ON FEASIBILITY OF PROPOSED LOCAL IMPROVEMENT AND AREA TO BE ASSESSED

To the City Manager of the City of Winona, Minnesota:

I report that the improvements as referenced above are feasible and should best be made as proposed. The estimated costs, made without survey or plans, are \$1,255,842. The areas proposed to be assessed are: *see attached Exhibit "A" incorporated herein by reference.*



Brian DeFrang, City Engineer

CITY MANAGER'S RECOMMENDATION ON FEASIBILITY REPORT, ETC. FOR LOCAL IMPROVEMENT

I recommend to the City Council proceeding with the local improvements as referenced above and find the areas to be assessed are as shown on the resolution initiated by Council.



Stephen Sarvi, City Manager

City Manager's Recommendation To Make Local Improvements

(Chapter 429)

Winona, Minnesota

March 16, 2020

M.S.A.P. 176-137-002

To the City Council of the City of Winona, Minnesota:

I recommend to the City Council making the following improvements pursuant to Chapter 429, Minnesota Statutes, as amended:

2020 Sioux Street Reconstruction Project



Stephen Sarvi, *City Manager*

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5.	City Engineer	3/16/2020
<i>Item:</i> 2020 Sioux Street Reconstruction Project Feasibility Report and Resolution Ordering Hearing		
<i>No.</i> 5.6		

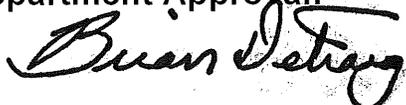
SUMMARY OF REQUESTED ACTION:

Attached are the City Engineer's report on the feasibility of the proposed 2020 Sioux Street Reconstruction Project, the areas to be assessed, and the City Manager's recommendation on the feasibility report.

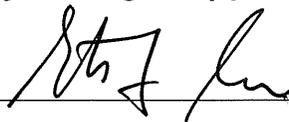
The attached resolution orders a public hearing for **Monday, April 6th, 2020.**

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

Department Approval:



City Manager Approval:



**RESOLUTION RECEIVING FEASIBILITY REPORT AND
SETTING DATE FOR HEARING ON IMPROVEMENT**

City Project No. 999-ST-19

WHEREAS, pursuant to a Resolution of the Council adopted on May 6th, 2019, a preliminary report has been prepared by the City Engineer with respect to the following local improvement: 2019 Sidewalk Replacement Project.

and the report and the recommendation of the City Manager were presented to the City Council;
and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINONA, MINNESOTA:

1. The preliminary report of the City Engineer is hereby received and the recommendation of the City Manager is hereby accepted.
2. The Council will consider the improvement in accordance with the report in the estimated total cost of \$46,479.40 A reasonable estimate of the amount to be assessed to abutting property and the description of the methodology used to calculate individual assessments amount will be available at the hearing pursuant to Minnesota Statutes, Chapter 429.
3. A public hearing shall be held on such proposed improvement at 6:30 p.m. on Monday, May 20th, 2019, in the Council Chambers of the City Hall. The City Clerk is hereby directed to give mailed and published notice of such hearing and improvement as required by law.

Adopted by the Council this 6th day of May, 2019.

Mayor

ATTEST:

City Clerk

ENGINEER'S ESTIMATE

2020 Sioux Street Reconstruction Project

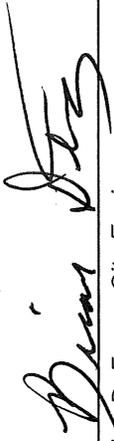
Item No.	Description	Total Project Quantity	Unit	Unit Price	Total Project Estimate
1	Clearing	41	TREE	\$ 500.00	\$ 20,500.00
2	Grubbing	45	TREE	\$ 250.00	\$ 11,250.00
3	Remove M.H. or C.B.	38	EACH	\$ 500.00	\$ 19,000.00
4	Remove Hydrant	4	EACH	\$ 400.00	\$ 1,600.00
5	Abandon Watermain Pipe	2	EACH	\$ 400.00	\$ 800.00
6	Saw Bituminous Pavement	430	LF	\$ 3.00	\$ 1,290.00
7	Remove Sewer Pipe (Storm)	1501	LF	\$ 12.00	\$ 18,012.00
8	Remove Sewer Pipe (Sanitary)	1572	LF	\$ 5.00	\$ 7,860.00
9	Remove Watermain	1791	LF	\$ 5.00	\$ 8,955.00
10	Remove Curb and Gutter	3772	LF	\$ 3.00	\$ 11,316.00
11	Remove Concrete Sidewalks	8028	SF	\$ 9.00	\$ 72,252.00
12	Remove Concrete Driveway Pavement	3260	SF	\$ 9.00	\$ 29,340.00
13	Remove Bituminous Pavement	8540	SY	\$ 1.00	\$ 8,540.00
14	Common Excavation (P)	3319	CY	\$ 9.00	\$ 29,871.00
15	Aggregate Base, Class 5	6040	TON	\$ 15.00	\$ 90,600.00
16	Bituminous Material for Tack Coat	427	GAL	\$ 3.00	\$ 1,281.00
17	Type SP 12.5 Wearing Course Mixture 2 C	1010.0	TON	\$ 78.00	\$ 78,780.00
18	Type SP 12.5 Non-Wearing Course Mixture 2 C	1010.0	TON	\$ 78.00	\$ 78,780.00
19	12" RCP Storm Sewer, Class III	686	LF	\$ 52.00	\$ 35,672.00
20	15" RCP Storm Sewer, Class III	402	LF	\$ 58.00	\$ 23,316.00
21	18" RCP Storm Sewer, Class III	421	LF	\$ 64.00	\$ 26,944.00
22	4" PVC SDR 35 Sewer Pipe	1202	LF	\$ 25.00	\$ 30,050.00
23	8" PVC SDR 35 Sewer Pipe	1572	LF	\$ 28.00	\$ 44,016.00
24	Install 8"x4" PVC Wye	44	EACH	\$ 125.00	\$ 5,500.00
25	1" Copper Water Service Tap and Hook Up	25	EACH	\$ 2,200.00	\$ 55,000.00

Item No.	Description	Total Project Quantity	Unit	Unit Price	Total Project Estimate
26	Reconnect Existing Water Service	25	EACH	\$ 500.00	\$ 12,500.00
27	Hydrant	4	EACH	\$ 5,000.00	\$ 20,000.00
28	6" Gate Valve & Box	7	EACH	\$ 1,500.00	\$ 10,500.00
29	8" Gate Valve & Box	11	EACH	\$ 3,500.00	\$ 38,500.00
30	10" Gate Valve & Box	2	EACH	\$ 5,500.00	\$ 11,000.00
31	8" x 6" Cross	1	EACH	\$ 650.00	\$ 650.00
32	8" x 8" Cross	1	EACH	\$ 750.00	\$ 750.00
33	10" x 8" Cross	1	EACH	\$ 850.00	\$ 850.00
34	8" x 8" x 6" Tee	5	EACH	\$ 500.00	\$ 2,500.00
35	8" x 8" x 8" Tee	1	EACH	\$ 600.00	\$ 600.00
36	8" 45 Degree Bend	4	EACH	\$ 500.00	\$ 2,000.00
37	8" Sleeve	4	EACH	\$ 600.00	\$ 2,400.00
38	10" Sleeve	2	EACH	\$ 700.00	\$ 1,400.00
39	18" Steel Casing Pipe	60	LF	\$ 350.00	\$ 21,000.00
40	6" PVC C-900 Watermain Pipe	162	LF	\$ 40.00	\$ 6,480.00
41	8" PVC C-900 Watermain Pipe	1933	LF	\$ 45.00	\$ 86,985.00
42	10" PVC C-900 Watermain Pipe	89	LF	\$ 50.00	\$ 4,450.00
43	8" PVC Certa-Lok C-900 Watermain Pipe	80	LF	\$ 75.00	\$ 6,000.00
44	Polystyrene Insulation Board Type 4" x 4' x 8'	704	SF	\$ 5.00	\$ 3,520.00
45	Construct Drainage Structure, Design 54-4020	1	EACH	\$ 2,500.00	\$ 2,500.00
46	Construct Drainage Structure, Design 66-4020	2	EACH	\$ 3,500.00	\$ 7,000.00
47	Construct Drainage Structure, Design 60-4020	2	EACH	\$ 3,000.00	\$ 6,000.00
48	Construct Drainage Structure, Design 48-4020	4	EACH	\$ 2,000.00	\$ 8,000.00
49	Construct Drainage Structure, Catch Basin Type 1	22	EACH	\$ 2,000.00	\$ 44,000.00
50	Construct Precast Mechanical Joint Sewer Manhole	7	EACH	\$ 2,200.00	\$ 15,400.00
51	4" Concrete Walk	8270	SF	\$ 5.00	\$ 41,350.00
52	6" Concrete Walk	1920	SF	\$ 6.00	\$ 11,520.00
53	8" Concrete Walk	100	SF	\$ 7.25	\$ 725.00
54	6" Concrete Driveway Pavement	404	SY	\$ 85.00	\$ 34,340.00
55	8" Concrete Driveway Pavement	15	SY	\$ 105.00	\$ 1,575.00

Item No.	Description	Total Project Quantity	Unit	Unit Price	Total Project Estimate
56	Concrete Curb & Gutter Design B624	3696	LF	\$ 12.00	\$ 44,352.00
57	Integrant Curb Design V6	95	LF	\$ 18.00	\$ 1,710.00
58	Truncated Domes	794	SF	\$ 40.00	\$ 31,760.00
59	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
60	Deciduous Tree 2" Balled and Burlapped	40	EACH	\$ 500.00	\$ 20,000.00
61	Storm Drain Inlet Protection	21	EACH	\$ 150.00	\$ 3,150.00
62	Stabilized Construction Exit	1	LS	\$ 1,000.00	\$ 1,000.00
63	Boulevard Topsoil Borrow (LV)	210	CY	\$ 25.00	\$ 5,250.00
64	Sodding Lawn Type	2300	SY	\$ 6.00	\$ 13,800.00
65	6" Solid Line Epoxy GI (White)	1540	LF	\$ 5.00	\$ 7,700.00
66	4" Broken Line Epoxy GI (Yellow)	420	LF	\$ 5.00	\$ 2,100.00

Totals \$ 1,255,842.00

Dated March 16, 2020



Brian DeFrang, City Engineer
License #40971

2020 Sioux Street Reconstruction Project

Exhibit A

- 408 SIOUX ST, 32.000.9280, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-136 SLY 50'
OWNER(S): EDWARD G KRONEBUSCH & KATHERINE J BANNER
- 414 SIOUX ST, 32.000.9320, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-136 OWNER(S):
KENNETH L SIEBENALER
- 409 SIOUX ST, 32.000.9410, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-137 ELY 62' OF NLY
22' OF LOT 4 & SLY 5' LOT 1 OWNER(S): AL K HAUSER
- 415 SIOUX ST, 32.000.9480, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-005 Block-137 SLY 48'
OWNER(S): GABRIEL DE LACRUZ
- 421 SIOUX ST, 32.000.9510, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-137 NLY 48' OF ELY
50' OWNER(S): KIM M DOEBBERT
- 463 SIOUX ST, 32.000.9550, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-138 ELY 50' LOTS 1 &
4 OWNER(S): DAVIN HECKMAN & CARRIE MCKEE HECKMAN
- 469 SIOUX ST, 32.000.9600, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-138 N 1/2 OWNER(S):
AARON D STEINFELDT
- 473 SIOUX ST, 32.000.9610, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-138 S 1/2 OWNER(S):
ALLEN P GAPPA & DIAN F GAPPA
- 477 SIOUX ST, 32.000.9620, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-009 Block-138 OWNER(S):
LINO RAMIREZ & MARIA I RODRIGUEZ-RAMIREZ
- 452 SIOUX ST, 32.000.9650, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-002 Block-139 WLY 87'
OWNER(S): AMY E KASTELLO & GARY M KASTELLO
- 460 SIOUX ST, 32.000.9670, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-139 EX: NLY 30'
OWNER(S): DANIEL T NISBIT
- 458 SIOUX ST, 32.000.9680, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-139 NLY 30'
OWNER(S): STACEY DAVIS
- 464 SIOUX ST, 32.000.9700, Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-139 EX: N 36'
OWNER(S): BRENDA L KUEHN
- 522 SIOUX ST, 32.001.1470, Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-007 Block-166 SLY 1/2
ORIGINAL PLAT OWNER(S): JOSEPH P HENGEL
- 520 SIOUX ST, 32.001.1480, Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-007 Block-166 NLY 1/2
OWNER(S): BRIAN E BERGLER & AUBREY L BERGLER
- 507 SIOUX ST, 32.001.1530, Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-001 Block-167 & NLY 5'
LOT 4 OWNER(S): BROOKE M PELOWSKI
- 517 SIOUX ST, 32.040.1360, Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-007 Block-012 ALL THAT
PART OF LOT 5 BLK 167 ORIGINAL PLAT THAT IS DIRECTLY EAST OF LOT 7 BLK 12 BOLCOMS ADDITION
EXTENDING TO SIOUX ST & LOT 7 BLK 12 OWNER(S): JEFFREY S BOLDUAN & KATIE M BOLDUAN
- 521 SIOUX ST, 32.040.1380, Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-009 Block-012 OWNER(S):
JAMES PINGRY
- 523 SIOUX ST, 32.040.1390, Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-010 Block-012 PT LOT 11 &
E 100' LOT 10 BLK 12 OWNER(S): CLARENCE E SMITH

2020 Sioux Street Reconstruction Project

Exhibit A

602 W SARNIA ST, 32.285.0180, Sect-27 Twp-107 Range-007 KRAMERS ADDITION Lot-023 OWNER(S):
GEORGE CARRIE & MARY CARRIE

607 SIOUX ST, 32.320.4740, Sect-27 Twp-107 Range-007 LIMITS Lot-004 Block-012 E 100' X 50' OF FORMER
TAYLORS ADD OWNER(S): STEVEN D NAPIERALSKI & JANE M NAPIERALSKI

615 SIOUX ST, 32.320.4760, Sect-27 Twp-107 Range-007 LIMITS Lot-005 Block-012 FORMER TAYLORS ADD
OWNER(S): JUDITH K BAKER & JANE K BAKER JUDY K BAKER

621 SIOUX ST, 32.495.0010, Sect-27 Twp-107 Range-007 SUNNYSIDE ADDITION Lot-OL1 LAND IN OL 1
OWNER(S): WILLIAM J HEITMAN JR CINDY K MALOTKE

564 SIOUX ST, 32.505.0220, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-003 Block-005 LOTS 3 & 6
BLK 5 OWNER(S): DELTON R DENZER & JULIE M DENZER

566 SIOUX ST, 32.505.0240, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-007 Block-005 OWNER(S):
CHARLES THOMAS ALEXANDER TRUST CHARLES ALEXANDER & JACQUELINE ALEXANDER

570 SIOUX ST, 32.505.0260, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-010 Block-005 OWNER(S):
SHERI LEE SIPPOLA JERRY SCHNEIDER & MARILYN A SCHNEIDER

557 SIOUX ST, 32.505.0290, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-004 Block-007 OWNER(S):
JOSHUA A DVORAK & ASHLEY N PRUKA

575 SIOUX ST, 32.505.0330, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-009 Block-007 OWNER(S):
R SCOTT BRANDES & JENNIFER L BRANDES MARIAN E BRANDES MARIAN E BRANDES

612 SIOUX ST, 32.505.0450, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-003 Block-013 S 13' OF W 50'
LOT 3 & N 40' OF W 50' LOT 6 BLK 13 OWNER(S): LISA D LAEHN & SHAWN D LAEHN

622 SIOUX ST, 32.505.0530, Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-010 Block-013 OWNER(S):
TERRI M HANSEN

**PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE**

<i>Name of Owner Mailing Address of Owner Property Address</i>	<i>Property ID Number Description of Lot or Parcel</i>	<i>1 Inch Copper Water Service \$2,200.00 Each</i>	<i>Administrative Fee</i>	<i>Total Assessment</i>
EDWARD G KRONEBUSCH & KATHERINE J BANNER 408 SIOUX ST WINONA, MN 55987 408 SIOUX ST	32.000.9280 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-136 ORIGINAL PLAT SLY 50'	\$2,200.00	\$352.00	\$2,552.00
KENNETH L SIEBENALER 414 SIOUX ST WINONA, MN 55987 414 SIOUX ST	32.000.9320 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-136	\$2,200.00	\$352.00	\$2,552.00
AL K HAUSER 409 SIOUX WINONA, MN 55987 409 SIOUX	32.000.9410 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-137 ELY 62' OF NLY 22' OF LOT 4 & SLY 5' LOT 1	\$2,200.00	\$352.00	\$2,552.00
GABRIEL DE LACRUZ 415 SIOUX ST WINONA, MN 55987 415 SIOUX ST	32.000.9480 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-005 Block-137 SLY 48'	\$2,200.00	\$352.00	\$2,552.00
KIM M DOEBBERT 421 SIOUX ST WINONA, MN 55987 421 SIOUX ST	32.000.9510 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-137 NLY 48' OF ELY 50'	\$2,200.00	\$352.00	\$2,552.00
DAVIN HECKMAN & CARRIE MCKEE HECKMAN 463 SIOUX ST WINONA, MN 55987 463 SIOUX ST	32.000.9550 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-138 ELY 50' LOTS 1 & 4	\$2,200.00	\$352.00	\$2,552.00

**PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE**

<i>Name of Owner Mailing Address of Owner Property Address</i>	<i>Property ID Number Description of Lot or Parcel</i>	<i>1 Inch Copper Water Service \$2,200.00 Each</i>	<i>Administrative Fee</i>	<i>Total Assessment</i>
AARON D STEINFELDT 469 SIOUX ST WINONA, MN 55987 469 SIOUX ST	32.000.9600 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-138 N 1/2	\$2,200.00	\$352.00	\$2,552.00
ALLEN P GAPPA & DIAN F GAPPA 473 SIOUX ST WINONA, MN 55987 473 SIOUX ST	32.000.9610 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-138 S 1/2	\$2,200.00	\$352.00	\$2,552.00
LINO RAMIREZ & MARIA I RODREQUEZ-RAMIREZ 477 SIOUX ST WINONA, MN 55987 477 SIOUX ST	32.000.9620 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-009 Block-138	\$2,200.00	\$352.00	\$2,552.00
AMY E KASTELLO & GARY M KASTELLO 30758 COUNTY RD 1 LA CRESCENT, MN 55947 452 SIOUX ST	32.000.9650 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-002 Block-139 WLY 87'	\$2,200.00	\$352.00	\$2,552.00
DANIEL T NISBIT 57 LORRAINE CT WINONA, MN 55987 460 SIOUX ST	32.000.9670 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-139 EX: NLY 30'	\$2,200.00	\$352.00	\$2,552.00
STACEY DAVIS 458 SIOUX ST WINONA, MN 55987 458 SIOUX ST	32.000.9680 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-139 NLY 30'	\$2,200.00	\$352.00	\$2,552.00
BRENDA L KUEHN 464 SIOUX ST WINONA, MN 55987 464 SIOUX ST	32.000.9700 Sect-22 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-139 EX: N 36'	\$2,200.00	\$352.00	\$2,552.00

**PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE**

<i>Name of Owner Mailing Address of Owner Property Address</i>	<i>Property ID Number Description of Lot or Parcel</i>	<i>1 Inch Copper Water Service \$2,200.00 Each</i>	<i>Administrative Fee</i>	<i>Total Assessment</i>
JOSEPH P HENGEL 522 SIOUX ST WINONA, MN 55987 522 SIOUX ST	32.001.1470 Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-007 Block-166 SLY 1/2 ORIGINAL PLAT	\$2,200.00	\$352.00	\$2,552.00
BRIAN E BERGLER & AUBREY L BERGLER 26652 COUNTY RD 9 WINONA, MN 55987 520 SIOUX ST	32.001.1480 Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-007 Block-166 NLY 1/2	\$2,200.00	\$352.00	\$2,552.00
BROOKE M PELOWSKI 507 SIOUX ST WINONA, MN 55987 507 SIOUX ST	32.001.1530 Sect-23 Twp-107 Range-007 ORIGINAL PLAT WINONA Lot-001 Block-167 & NLY 5' LOT 4	\$2,200.00	\$352.00	\$2,552.00
JEFFREY S BOLDUAN & KATIE M BOLDUAN 517 SIOUX ST WINONA, MN 55987 517 SIOUX ST	32.040.1360 Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-007 Block-012 ALL THAT PART OF LOT 5 BLK 167 ORIGINAL PLAT THAT IS DIRECTLY EAST OF LOT 7 BLK 12 BOLCOMS ADDITION EXTENDING TO SIOUX ST & LOT 7 BLK 12	\$2,200.00	\$352.00	\$2,552.00
JAMES PINGRY 521 SIOUX ST WINONA, MN 55987 521 SIOUX ST	32.040.1380 Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-009 Block-012	\$2,200.00	\$352.00	\$2,552.00
CLARENCE E SMITH 523 SIOUX ST WINONA, MN 55987 523 SIOUX ST	32.040.1390 Sect-22 Twp-107 Range-007 BOLCOMS ADDITION Lot-010 Block-012 PT LOT 11 & E 100' LOT 10 BLK	\$2,200.00	\$352.00	\$2,552.00
GEORGE CARRIE & MARY CARRIE 602 SARNIA ST W WINONA, MN 55987 602 SARNIA ST W	32.285.0180 Sect-27 Twp-107 Range-007 KRAMERS ADDITION Lot-023	\$2,200.00	\$352.00	\$2,552.00

**PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE**

<i>Name of Owner Mailing Address of Owner Property Address</i>	<i>Property ID Number Description of Lot or Parcel</i>	<i>1 Inch Copper Water Service \$2,200.00 Each</i>	<i>Administrative Fee</i>	<i>Total Assessment</i>
STEVEN D NAPIERALSKI & JANE M NAPIERALSKI PO BOX 826 WINONA, MN 55987 607 SIOUX	32.320.4740 Sect-27 Twp-107 Range-007 LIMITS Lot-004 Block-012 E 100' X 50' OF FORMER TAYLORS	\$2,200.00	\$352.00	\$2,552.00
JUDITH K BAKER & JANE K BAKER 615 SIOUX ST WINONA, MN 55987 615 SIOUX ST	32.320.4760 Sect-27 Twp-107 Range-007 LIMITS Lot-005 Block-012 FORMER TAYLORS ADD	\$2,200.00	\$352.00	\$2,552.00
ALTERNATE TAXPAYER JUDY K BAKER 615 SIOUX ST WINONA, MN 55987 615 SIOUX ST	32.320.4760			
WILLIAM J HEITMAN JR CINDY K MALOTKE 621 SIOUX ST WINONA, MN 55987 621 SIOUX ST	32.495.0010 Sect-27 Twp-107 Range-007 SUNNYSIDE ADDITION Lot-OL1 LAND IN OL 1	\$2,200.00	\$352.00	\$2,552.00
DELTON R DENZER & JULIE M DENZER 564 SIOUX ST WINONA, MN 55987 564 SIOUX ST	32.505.0220 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-003 Block-005 LOTS 3 & 6 BLK 5	\$2,200.00	\$352.00	\$2,552.00
CHARLES THOMAS ALEXANDER TRUST 1364 SKYLINE DR WINONA, MN 55987 566 SIOUX ST	32.505.0240 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-007 Block-005	\$2,200.00	\$352.00	\$2,552.00
ALTERNATE TAXPAYER: CHARLES ALEXANDER & JACQUELINE ALEXANDER 5320 DAWNVIEW TER GOLDEN VALLEY, MN 55422 566 SIOUX ST	32.505.0240			

**PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE**

<i>Name of Owner Mailing Address of Owner Property Address</i>	<i>Property ID Number Description of Lot or Parcel</i>	<i>1 Inch Copper Water Service \$2,200.00 Each</i>	<i>Administrative Fee</i>	<i>Total Assessment</i>
SHERI LEE SIPPOLA 570 SIOUX ST WINONA, MN 55987 570 SIOUX ST	32.505.0260 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-010 Block-005	\$2,200.00	\$352.00	\$2,552.00
CONTRACT FOR DEED: JERRY SCHNEIDER & MARILYN A SCHNEIDER 161 HARRIET ST WINONA, MN 55987 570 SIOUX ST	32.505.0260			
JOSHUA A DVORAK & ASHLEY N PRUKA 557 SIOUX ST WINONA, MN 55987 557 SIOUX ST	32.505.0290 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-004 Block-007	\$2,200.00	\$352.00	\$2,552.00
R SCOTT BRANDES & JENNIFER L BRANDES 575 SIOUX ST WINONA, MN 55987 575 SIOUX ST	32.505.0330 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-009 Block-007	\$2,200.00	\$352.00	\$2,552.00
ALTERNATE TAXPAYER: MARIAN E BRANDES 575 SIOUX ST WINONA, MN 55987 575 SIOUX ST	32.505.0330			
LISA D LAEHN & SHAWN D LAEHN 612 SIOUX ST WINONA, MN 55987 612 SIOUX ST	32.505.0450 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-003 Block-013 S 13' OF W 50' LOT 3 & N 40'	\$2,200.00	\$352.00	\$2,552.00

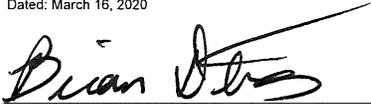
PRELIMINARY ASSESSMENT ROLL #6671
2020 SIOUX STREET RECONSTRUCTION PROJECT
M.S.A.P 176-137-002 ASSESSMENT FOR NEW WATER SERVICE

Name of Owner Mailing Address of Owner Property Address	Property ID Number Description of Lot or Parcel	1 Inch Copper Water Service \$2,200.00 Each	Administrative Fee	Total Assessment
TERRI M HANSEN 622 SIOUX ST WINONA, MN 55987 622 SIOUX ST	32.505.0530 Sect-27 Twp-107 Range-007 TAYLORS ADDITION Lot-010 Block-013	\$2,200.00	\$352.00	\$2,552.00

Dated: March 16, 2020

30 properties

TOTAL: \$76,560.00



Brian DeFrang, City Engineer
 License #40971

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	City Manager	03/16/20

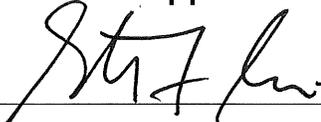
Item: **Pool 6 Dredged Material Management Plan**

No. **5.7**

SUMMARY OF REQUESTED ACTION:

Councilmembers and staff who were present at the March 10, 2020 executive meeting with the USACE will update the rest of the council regarding the discussion of the Pool 6 Dredged Material Management Plan. Council is requested to either discuss this issue or direct staff to prepare written comments on the Pool 6 Plan, or to continue to gather information on the Plan and bring back to the next council meeting.

Department Approval:



City Manager Approval:

REQUEST FOR COUNCIL ACTION

Agenda Section: Council Concerns

Originating Department:

Date:

No: 7

City Clerk

03/16/20

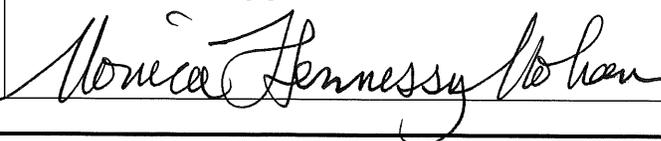
Item: Council Concerns

No. 7.1

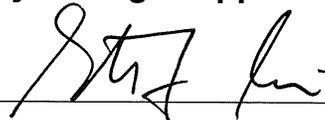
SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **Consent Agenda**

Originating Department:

Date:

No: **8**

City Clerk

03/16/20

Item: **Consent Agenda**

No. **8.**

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – March 2, 2020

Minutes of the March 2, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

Department Approval:

Monica Hennessy Nohon

City Manager Approval:

Steve Lee