

Winona City Council Zoom Meeting Access and Procedures

July 20, 2020

Meeting type: The regular meeting of the Winona City Council is being conducted electronically pursuant to Minnesota State Statute 13D.021, following the adoption of Resolution 2020-17 Declaring a Special Emergency, as adopted by the Winona City Council on Monday, March 16, 2020.

All interested parties are invited to watch or listen to meeting via electronic means. This meeting is open to the public via web or phone. This meeting begins at 6:30 p.m.; please log in prior to the start of the meeting. You may exit the meeting at any time.

- To join the Zoom Meeting via the web, go to: <https://zoom.us/j/896465916> and enter meeting ID:
896 465 916
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1-312-626-6799 US (Priority)
1-646-558-8656 US (Backup)
When prompted, enter the following Meeting ID: 896 465 916

For participants:

- Only use one audio source; audio from computer is preferred if available.
- Be aware of background noise from your location.
- If using phone, do not use the speaker function. Please note that your phone number and/or name will be visible to other participants.
- If using a web cam, be aware of what is in your background.
- If you have headphones, please use them as that will limit background noise.
- Please mute your audio until you wish to speak. Then unmute your audio, and ask the Mayor for permission to talk.



Winona City Council Agenda

Monday, July 20, 2020

6:30 P.M., Meeting No. 14

City Council Chambers – City Hall

3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

1st Ward Al Thurley

2nd Ward Eileen Moeller

3rd Ward Pamela Eyden

4th Ward George Borzyskowski

At-Large Michelle Alexander

At-Large Paul Schollmeier

1. Call to Order – Mayor & City Manager’s Comments – Roll Call	
2. Required Public Hearings	
<i>Planning</i>	1. Bublitz Annexation Petition
3. Petitions, Requests, Communications	
<i>City Clerk</i>	1. Appointment to the Housing & Redevelopment Authority
<i>City Clerk</i>	2. Appointments to the Human Rights Commission
<i>City Clerk</i>	3. Craft Beer Tour Agreement with Leighton Enterprises
<i>City Clerk</i>	4. Request for Temporary Wine and Beer License for Habitat for Humanity
<i>City Clerk</i>	5. Wabasha Street Closure Request
<i>Parks & Recreation</i>	6. Wedding Request – Levee Park
4. Unfinished Business	
5. New Business	
<i>City Clerk</i>	1. Extend Cable Television Franchise Agreement – Charter Communications
<i>Public Works</i>	2. Renewable Energy Procurement Collaborative
<i>Public Works</i>	3. Aquatic Invasive Species Prevention Grant Acceptance
<i>Public Works</i>	4. Request Approval of Agreement for Encroachment into Flood Control Easement
<i>Public Works</i>	5. Approval of Amendments to Winona Airport FBO Leases
<i>Planning</i>	6. Plat Review – Bay State Milling Company Plat
<i>Planning</i>	7. Plat Review – Port Authority First Subdivision
<i>City Manager</i>	8. Police - School Liaison Officer Agreement Termination
<i>Mayor</i>	9. Affirmation of the Mayor’s Proclamation Requiring Face Coverings in Indoor Areas Accessible to the Public Issued July 7, 2020
<i>Parks & Recreation</i>	10. Bluff Traverse Natural Resources Management Plan
<i>Parks & Recreation</i>	11. Bluff Traverse – 2020 Legacy Grant Application

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 – July 6, 2020
9. Adjournment	

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Required Public Hearings	<i>Originating Department:</i> Planning	<i>Date:</i> 7/20/20
<i>No:</i> 2		
<i>Item:</i> Bublitz Annexation Petition		
<i>No.</i> 2.1		

Summary

Staff requests Council consider a petition for annexation of 9.35 acres of land at 22839 County Road 17 in Wilson Township. The petition was submitted by Mitchell Bublitz. This item was first on Council's agenda in April, but no action was taken. Since that time, Council approved an Orderly Annexation Agreement which includes the subject property, but because the agreement isn't in effect yet, the petition is being processed through annexation by ordinance.

The proposed Cedar Brook senior CO-OP is located on approximately 3 acres of the property. The remaining 6 acres would remain undeveloped at this time. For this agenda item, Council is being asked to decide if the 9.35 acre property should be annexed or not.

Costs and Benefits

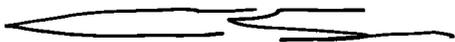
The potential costs associated with this annexation petition are significantly reduced by adjacent City sewer and water utilities in County Road 17. The utilities extend an additional mile to the Cobblestone Creek Subdivision. When the utilities were designed and constructed, additional development along County Road 17 was anticipated. In accordance, the existing infrastructure is designed to handle the development proposed with this annexation.

Costs for installation of streets and utilities within the annexed area will be paid for by the developer. In addition, should it be determined that a turning lane is required on County Road 17, the developer would pay for that as well.

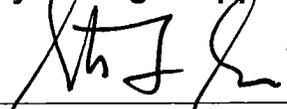
Also, while future development of the subject area will require additional City services such as Fire and Police, service is already provided to general area. Neither department anticipates a significant impact to service levels as a result of the annexation.

Benefits of the annexation include potential development of the annexed area. As noted, the proposed CO-OP development is located on 3 acres of the land. The remaining 6 acres would remain designated for low-density housing units (e.g. single-family homes or twinhomes). Thus, full build-out of the annexed area would include multi-family housing toward the back of the valley, existing single-family homes along County Road 17, and potentially single-family or twinhomes in-between.

Department Approval:



City Manager Approval:



Bublitz Annexation Petition

Page 2

Public Comments

Written comments on the annexation received by staff are included in Attachment B. These comments are from April; no comments were received specifically for this item. A staff memo responding to the comments is provided in Attachment C. The staff memo addresses concerns about tree and vegetation removal, traffic, and the scale of proposed development.

Council Options

After the public hearing, the following options are available to Council:

1. Approve the Annexation. Under this option, a motion to introduce the attached ordinance for approval would be in order. If the motion to approve fails, it is a denial.
2. Postpone a decision the item – if more information is needed.

Attachments:

- A) Annexation Ordinance
- B) Public Comments Received in April
- C) Staff Memo to Council Regarding Public Comments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINONA, ANNEXING LAND
LOCATED IN WILSON TOWNSHIP, WINONA COUNTY, MINNESOTA,
TO THE CITY OF WINONA, WINONA COUNTY, MINNESOTA, PURSUANT
TO MINN. STAT. § 414.033, SUBD. 2(3), PERMITTING ANNEXATION BY ORDINANCE

THE CITY OF WINONA DOES ORDAIN:

SECTION 1. That the unincorporated land legally described in Exhibit A (the “Subject Area”), which is attached hereto and incorporated herein by reference, located in Wilson Township, Winona County, Minnesota, is land that is contiguous to and abuts the municipal corporate limits of the City of Winona, Winona County, Minnesota; is land that is 120 acres or less in size; is land that is not presently served by public wastewater facilities, and for which public wastewater facilities are not otherwise available than through the City of Winona; and is land that is existing or proposed for immediate urban or suburban development.

SECTION 2. That the owner of the Subject Area has requested annexation for purposes of immediate urban or suburban residential development of the Subject Area and has submitted a petition to the City Council of the City of Winona for annexation of said Subject Area.

SECTION 3. That a boundary map depicting the Subject Area is attached hereto and incorporated by reference as Exhibit B.

SECTION 4. That the City of Winona held a public hearing pursuant to Minn. Stat. § 414.033, subd. 2b, on July 20, 2020, following thirty (30) days written notice by certified mail to Wilson Township and to all landowners within and contiguous to the Subject Area to be annexed.

SECTION 5. That the corporate limits of the City of Winona are hereby extended to include the Subject Area legally described in Exhibit A and depicted in Exhibit B, containing approximately 9.35 acres, and the same is hereby annexed to be included within the City of Winona, Winona County, Minnesota.

SECTION 6. That the population of the Subject Area hereby annexed is 1.

SECTION 7. That pursuant to Minn. Stat. § 414.036, with respect to the property taxes payable on the Subject Area that is hereby annexed, the total Wilson Township portion of such property taxes payable 2020 were \$391. The City of Winona recommends that it be ordered by the chief administrative law judge of the Minnesota Office of Administrative Hearings to make a cash payment to Wilson Township for the period and in accordance with the following schedule:

a. In the first year in which the City of Winona may levy property taxes on the Subject Area following the annexation thereof, an amount equal to one hundred percent (100%)

of the property taxes distributed to Wilson Township in regard to the Subject Area in the last year that property taxes from the Subject Area were payable to Wilson Township; and

b. In the second and final year, an amount equal to the first year payment described in clause a. above of this Section.

SECTION 8. That there are no special assessments assigned by Wilson Township to the Subject Area, and there is no debt incurred by Wilson Township prior to the annexation and attributable to the Subject area for which reimbursement is required.

SECTION 9. That pursuant to City of Winona City Code, Section 43.02.14 (E), the Subject Area hereby annexed to the City of Winona on the effective date hereof shall not bear a zoning classification as set forth in Section 43.02.12 until the Subject Area is given a classification by ordinance by the City Council of the City of Winona. No building permit or permit to do work of any kind on Subject Area shall be granted until such ordinance rezoning the Subject Area becomes effective.

SECTION 10. That the City Clerk of the City of Winona is hereby authorized and directed to file a copy of this Ordinance with the with the chief administrative law judge of the Minnesota Office of Administrative Hearings; the Minnesota Secretary of State; the Winona County Auditor; and the Wilson Township Clerk

SECTION 11. That this Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the chief administrative law judge of the Minnesota Office of Administrative Hearings.

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

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT AREA

That part of the Southwest Quarter of the Southeast Quarter and that part of the Southeast Quarter of the Southwest Quarter of Section 1; also that part of the Northwest Quarter of the Northeast Quarter and that part of the Northeast Quarter of the Northwest Quarter of Section 12; all in Township 106, Range 7, Winona County, Minnesota, and all described as follows:

Commencing at the southeast corner of said Section 1; thence South 89 degrees 10 minutes 09 seconds West, oriented with the Winona County Coordinate System, NAD 1983 (1996 adjustment), along the south line of the Southeast Quarter of said Section 1, a distance of 2515.00 feet; thence South 26 degrees 24 minutes 51 seconds East, 55.50 feet to the point of beginning of the land to be described; thence North 73 degrees 35 minutes 09 seconds East, 224.32 feet; thence North 20 degrees 12 minutes 51 seconds West, 197.28 feet; thence South 74 degrees 00 minutes 09 seconds West, 19.22 feet; thence North 19 degrees 59 minutes 51 seconds West, 250.00 feet; thence North 74 degrees 00 minutes 09 seconds East, 232.85 feet to the westerly line of Winona County Highway Right of Way Plat No. 1017, according to the recorded plat thereof, said Winona County; thence northerly along said westerly line, 290.14 feet along the arc of a non-tangential curve, concave easterly, having a radius of 17238.73 feet and a central angle of 00 degrees 57 minutes 52 seconds, the chord of said curve bears North 27 degrees 40 minutes 42 seconds West and measures 290.13 feet; thence South 62 degrees 38 minutes 58 seconds West, 36.73 feet; thence South 74 degrees 50 minutes 42 seconds West, 509.19 feet; thence South 15 degrees 09 minutes 18 seconds East, 66.00 feet; thence South 74 degrees 47 minutes 22 seconds West, 228.82 feet; thence South 15 degrees 09 minutes 01 seconds East, 305.02 feet; thence South 72 degrees 55 minutes 12 seconds East, 402.31 feet; thence South 19 degrees 10 minutes 00 seconds East, 145.60 feet; thence North 73 degrees 35 minutes 09 seconds East, 87.00 feet to the point of beginning.

EXHIBIT B

BOUNDARY MAP DEPICTING SUBJECT AREA

The municipal boundary map referenced in the Ordinance to which this exhibit is attached, showing the current City of Winona and its relation to the Subject Area to be annexed, legally described in Exhibit A, is attached hereto.



	Subject Area
	City of Winona
	Wilson Township



February 2020

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

B)

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(507) 474-4708 (Home)
(507) 459-4374 (cell)
(507) 459-3862 (cell)

April 9, 2020

Carlos Espinosa
Community Development
207 Lafayette Street
P.O. Box 378
Winona MN 55987
Fax 507-457-8212

Dear Mr. Espinosa,

We are writing this letter to express our strong opposition to annexation of the land along County Road 17. This annexation would allow for a development project on land adjacent to our property.

Our main concerns include the property owner's failure to demonstrate an ability to take proper care of the land already in his possession, leaving us with serious concerns that he would be able to initiate, properly execute and adequately care for any development that would subsequently occur on this land as well as the surrounding land that remains in his possession, in addition to what we perceive as intimidation tactics directed towards us and our family during this process, again, leaving us with serious concerns about how he would conduct himself during any development process. The land for the proposed project is also at the bottom of a basin, the sides of which have been clear cut by the property owner and left to drain and erode into the land at the center of the proposed project. We also have serious concerns about the increase in traffic on County Road 17 if a development were to occur at this site.

In our opinion, the property in question has been severely neglected as has the immediate surrounding land, resulting in both public safety and environmental risks. The land has been left barren after clear cutting a very large percentage of the property, including hillsides that are likely too steep to allow any future development, leaving the land and hillsides to erode and drain into the bottom of the basin at the development site and needlessly taking away wildlife habitat. The huge innumerable piles of trees and brush were left everywhere on the property to

rot and dry out (see pictures of the hillsides surrounding the proposed annexation site forwarded in separate emails). In addition to the erosion concerns, this is also clearly a fire hazard. This has been an eyesore for adjacent property owners and neighbors. I believe that the property owner should demonstrate an ability to care for this land before any consideration of annexation should occur. These dangerous piles that are a fire hazard should be removed as they are putting our property and our neighbors' property at risk. Any subsequent development or housing complex would also be at risk. Once these are cleaned up, the unbuildable hillsides should be replanted with trees to decrease erosion and drainage into the basin below (at the proposed building site).

We also have concerns about the way that the current property owner has conducted himself with us and our family, what we perceive as "intimidation tactics," that leaves us with serious doubts about the property owner's ability to conduct himself with integrity on any future developments. Our family has felt intimidated by the owner of the property to be annexed multiple times over the last 2 years. He let us know early on that he had intentions of putting houses "right up" to our property line and let us know that if we didn't like it, we could purchase what he called "shit land" (his exact words) for 10,000 dollars an acre. When we told him that we did not think it was worth that and that we did not think he could legally build a house on the steep hillside right up against our property line, the property owner came out with a huge bulldozer soon after that, at 8:50 pm on a Friday night, just after sunset, in the summer of 2018, knocking down trees adjacent to our property line while my children were outside with us, intimidating us and terrifying our children. Our children thought we were under attack. We were given no advance notice.

This man also appeared on our property in the evening near dark on at least 2 separate occasions, coming out of the woods adjacent to our house, into our back yard, trespassing without our permission and, again, intimidating and scaring us and our children.

Surveyors were sent out to our property without any advance notice. They showed up when we weren't home and told our children that they were there with our permission and were going to "do some work for your parents" which was, of course, not true. Our children called us, scared to death. Since we knew nothing about it and clearly had not asked anyone to come on our property as they stated, we called the police.

Again, it is my opinion that all of these incidents may have been orchestrated with the intent to intimidate us.

I also have concerns about the need for more senior living. There have been numerous senior living complexes that have been built recently. Are these full? Is there demand to continue to fill these complexes? An empty or partially empty senior living complex at the bottom of a flooded drainage basin with innumerable unsightly piles of surrounding flammable firewood and kindling would be detrimental to property values in the surrounding area. Clearly another unsightly water tower is going to be needed for this development, both for water needs as well as for the fire department to be able to provide protection which will be necessary given the surrounding landscape.

I also have concerns about the increase in traffic on County Road 17. This is a rural road with only a single lane of traffic in both directions and NO sidewalks. Many pedestrians and cyclists are forced to share the shoulders of the road which is not really safe as is. Increasing the traffic in this area with a development without adding sidewalks to County Road 17 would be hazardous.

In summary, we would like to express our strong opposition for annexation of this land, which would enable pursuit of a property development that we feel the property owner is ill-prepared for given a demonstrated inability or unwillingness to properly care for this land. We do not feel that ANY property development should occur until the problems that have been caused on the land surrounding the proposed annexation are taken care of. In my opinion, any housing development would be at risk for fires given the innumerable, huge piles of downed trees and brush on the contiguous land. There has been a complete disregard for the surrounding neighbors, wildlife and the bluffs by leaving them bare and eroding for no good reason. I understand that this is privately owned land but no one should be able to build any housing developments or complexes given past behaviors of intimidating neighbors and a complete disregard for proper care of the land. In addition, County Road 17 is used for transportation by pedestrians, cyclists and vehicles alike. This development would increase both vehicle and pedestrian traffic and is already ill-suited for the mix of foot, bicycle and car and truck traffic that it already has to accommodate.

My neighbors and I strongly feel that this property should remain part of Wilson Township. The township should decide what happens to this land while balancing the best interests of the property owner with the environmental needs of the wildlife and surrounding bluffs in the area, the ability for the County Road to handle the increase in traffic (including pedestrian traffic) and the interests of the immediately surrounding residents of Wilson Township and future occupants of any senior living center.

Please do not hesitate to contact us directly by phone or email at any time. We would love to have the chance to discuss with you in person.

Sincerely,

Michael W. S. Littrell

Laurel A. Littrell

CC: Marcia Ward, Winona County Commissioner



MEMORANDUM

C)

DEPARTMENT OF COMMUNITY DEVELOPMENT/PLANNING DIVISION

TO: City Council
FROM: Carlos Espinosa, City Planner
DATE: July 13, 2020
SUBJECT: Bublitz Annexation Public Comments

Tree and Foliage Removal on Surrounding Land

A large amount of trees and brush were cleared from the land surrounding the proposed annexation. This was a significant change to the landscape and has prompted concerns about erosion and fire danger from the left over brush piles. To assess the situation, staff met with the property owner and walked the land on April 22nd. Although a significant amount of trees and brush were removed, the ground cover (e.g. grass) was intact and there were no visible signs of erosion. According to the property owner, an Oriental Bittersweet infestation was the reason so much vegetation was removed.

Staff also consulted with the Fire Department about the fire danger concerns from the left over brush piles. At this time, they do not appear to be a major fire danger. Long term it would be beneficial to burn the piles. Currently the piles fall under the jurisdiction of Wilson Township. Should the annexation proceed, the Fire department will work with the applicable landowner to remedy any potentially hazardous situation within City limits and coordinate with Wilson Township on the surrounding property.

Traffic

The annexation has prompted concerns about increased traffic on County Road 17, and issues with pedestrian connections. In consultation with the Winona County Highway Department, County Road 17 and the roundabout at Homer Road have sufficient capacity to handle the increased traffic from the full build-out of the annexation area (i.e. the maximum 36 Unit CO-OP and approximately 15-20 single family or twinhome housing units). Should the annexation and development proceed, the need for a right turn lane on County Road 17 will be assessed later in the approvals process. For pedestrians, staff will recommend a sidewalk be installed along the access drive to link the CO-OP with the Golf Course entrance.

The need for additional sidewalks will be assessed during future development proposals.

Scale of Development

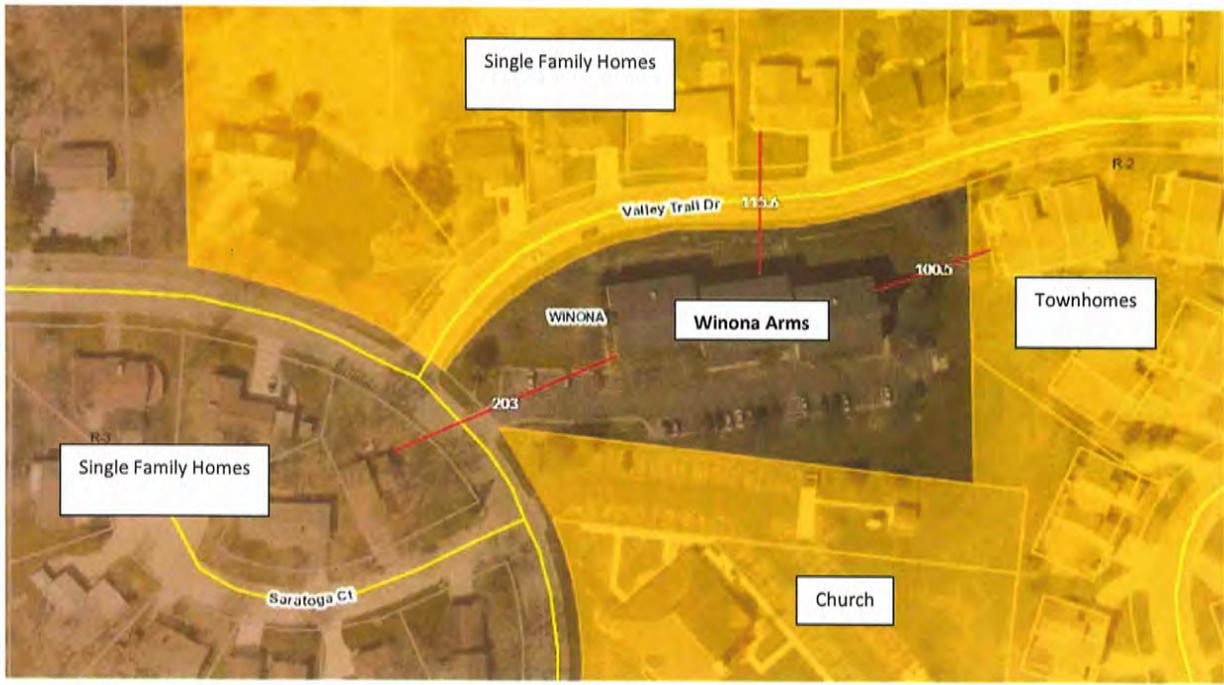
The proposed three-story, maximum 36 unit CO-OP building does not match the character of the surrounding low-density area. However, the impact of the use will be buffered in the short term by an undeveloped area between the subject property and existing houses on County Road 17.



As shown above, there is approximately 250' between the CO-OP property and the adjacent residential properties in Wilson Township. This buffer area will remain designated for low density residential development. This designation would support future rezoning to a "maximum" R-1.5 zoning district which, in concept, would allow new residential homes to be built between the existing structures on County Road 17 and the proposed senior CO-OP.

Also, although the proposed CO-OP building is three stories tall, it will be surrounded by bluffs and located toward the back of a valley. This will help make the height of the building less imposing. In addition, the existing structures along County Road 17 will help reduce the building's visibility from the road.

Overall, staff sees the setting for proposed CO-OP development as somewhat similar to the 49 unit Winona Arms apartment building in Knopp Valley. Although the building is high density, it is part of a surrounding neighborhood which includes single-family homes, townhomes, and a church (see next page).



*Note: Photo is taken approximately 450' from Winona Arms building. The proposed CO-OP would be located approximately 500' from County Road 17. However, if this photo were taken adjacent to the subject property, existing homes along 17 would be in the foreground – partially blocking the ability to see the CO-OP building.

REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

City Clerk

07/20/20

Item: **Appointment to the Housing & Redevelopment Authority**

No. **3.1**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark F. Peterson.

July 20, 2020

City Council
City Hall
Winona, MN 55987

Dear Councilmembers:

This letter is to advise that I am this date appointing Robert Palmer to serve on the Housing & Redevelopment Authority. The term would be effective July 21, 2020 and expire on October 4, 2021.

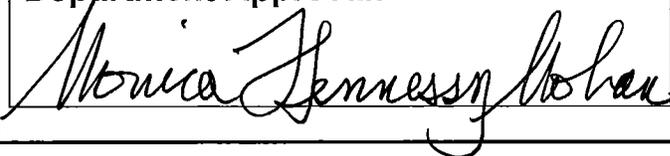
I trust that you will confirm this appointment.

Sincerely,

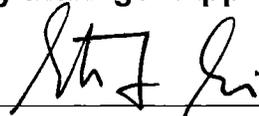


Mark F. Peterson
Mayor

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 07/20/20
<i>No:</i> 3		

Item: **Appointments to the Human Rights Commission**

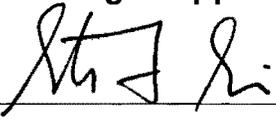
No. **3.2**

SUMMARY OF REQUESTED ACTION:

Rachel Heim and Takanda Epps have applied for appointments to the Human Rights Commission. The effective term dates would be July 21, 2020 through September 16, 2021.

RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota that it hereby appoints Rachel Heim and Takanda Epps to serve on the Human Rights Commission for terms effective July 21, 2020 through September 16, 2021.

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> 07/20/20
<i>No:</i> 3		
<i>Item:</i> Craft Beer Tour Agreement with Leighton Enterprises		
<i>No.</i> 3.3		

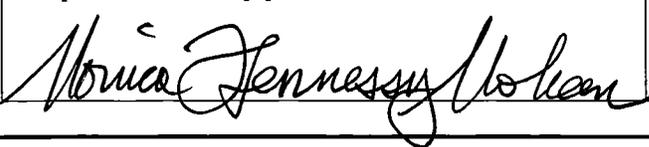
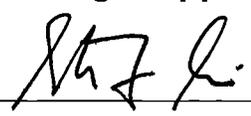
SUMMARY OF REQUESTED ACTION:

Attached is a draft of the agreement with the Leighton Enterprises, Inc., for the Craft Beer Tour to be held on Saturday, September 12, 2020 at Levee Park. Leighton will be sponsoring this event, and Habitat for Humanity Winona-Fillmore Counties will be running the beer sampling.

This will be a 21+ event. The area will be gated and all entrances monitored for the entire four hours. At the entrance, event organizers will take tickets, ID all attendees and then wristband everyone before they are allowed to enter. Once the attendee enters, they will receive a commemorative sampling mug (a 5 ounce plastic mug) and an extensive program with a list of all the beers, descriptions, ABV's, IBU's and beer styles. Then the attendee will be able to walk around sampling from each brewery. This is an educational event, where people can look, smell, and taste beer from each brewery in 2 ounce samples at a time. The only cost to the event is the ticket for admission, and there will be some food available for purchase also. There will also be live entertainment on the stage. Once the event is over, cleanup will begin. The organizers will have recycling dumpsters at the event into which they will throw all cans, bottles and cardboard.

Leighton Enterprises has prepared a COVID-19 Preparedness Plan for the event, and it is attached for your reference. They plan to limit attendance by having 2 groups of 250 people maximum. The first group would be inside from Noon to 3:00 pm, and the second group would be from 3:00 pm to 6:00 pm. They will also offer a Designated Driver Pass (No alcohol served to these attendees, but they still must be over 21). They plan to have 40 – 50 breweries and cider companies represented, and they will pour their products from cans, kegs, bottles and/or growlers.

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

Department Approval: 	City Manager Approval: 
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**LICENSE AGREEMENT
2020 CRAFT BEER TOUR**

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 Leighton Enterprises, Inc., a 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 a Craft Beer Tour at Levee Park in downtown Winona; 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 easterly portion of Levee Park (between Center Street and Walnut Street) and Municipal Parking Lot #9 located at Walnut Street and the levee for the Craft Beer Tour (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 6:00 a.m. on Friday, September 11, 2020, to 10:00 p.m. on Saturday, September 12, 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 easterly portion of Levee Park and Municipal Parking Lot #9 during the term of the agreement
 - Allow the erection of a tents in the Municipal Parking Lot #9 during the license period;
 - Allow food vendors in the licensed area to operate on Saturday, September 12, 2020, from Noon to 6:00 p.m.;
 - Allow the sale and consumption of alcoholic beverages within licensed area with ingress to and egress from the area controlled by the Licensee subject to the liquor licensing requirements of state law and City ordinance.

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 Licensors 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 noon on Sunday, July 1, 2018. 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. 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

Licenser 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.

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

LEIGHTON ENTERPRISES, 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

Tent Area

1. Tents may be set up in Municipal Parking Lot #9 from 8:00 a.m. on Friday, September 11, 2019, to 10:00 p.m. on Saturday, September 12, 2020.
2. The City shall post and provide street barricades for the closure of Municipal Parking Lot #9 prior to 6:00 a.m. on Friday, September 11, 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.

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 State of Minnesota food inspection regulations.
4. The sale and consumption of alcoholic beverages in Municipal Parking Lot #9 must be limited to a fenced-in area with ingress to and egress from the area controlled by the Licensee.
5. Glass beverage containers are prohibited within the boundary of Levee Park and Municipal Parking Lot #9.

CRAFT BEER TOUR @ LEVEE PARK SATURDAY, SEPTEMBER 12, 2020



- - X - X Fencing
- Food/Beer Tent
- Stage for Band
- ▲ Portable Toilet



Leighton Enterprises COVID-19 Preparedness Plan for Craft Beer Tour

- Policies and procedures that assist in the identification of sick workers and ensure sick workers stay home
 - [Touchless temperature]
- Implementation of engineering and administrative protocols for social distancing;
 - [Mark on ground 6' distancing]
 - Cones for ticket line
 - Cones for main entrance
 - Paint in front of booths
- Worker hygiene and source controls;
 - [Workers asked to wear masks & gloves, hand sanitizer stations conveniently located]
- Workplace building and ventilation protocols;
 - [outside, NA]
- Workplace cleaning and disinfecting protocols;
 - [ask breweries to bring disinfectant, will also provide wipes for the tables]
- Drop-off, pick-up and delivery protections and protocols; and
 - [beverages will be placed in disposable cups]
- Communications and training practices and protocols.
 - [will train volunteers day before]

Other items to be considered:

- Limit occupant capacity to no more than 25% not to exceed 250 persons
 - 200 attendees per event
 - 15 volunteers
 - 35 vendors
- Ensure social distancing and a minimum of 6 feet between persons
- Strongly encourage masks for workers and customers

Additional protections and protocols for customers, clients, guests and visitors;

- [Will only use disposable, one time use, cups]

Additional protections and protocols for personal protective equipment (PPE);

- [ask vendors and attendees to wear masks]

additional protections and protocol for sanitation and hygiene;

- [extra hand washing and hand sanitizer stations, disposable cups]

Additional protections and protocols for work clothes and handwashing;

- [hand washing stations]

Additional protections and protocol for distancing and barriers;

- [tape or other indicators on the field marking out 6' distances]

Additional protections and protocols for managing occupancy;

- [selling numbered tickets that are tracked to control exact number of tickets sold, also use counter at gate]

Additional protocols to limit face-to-face interaction

additional protections for receiving or exchanging payment; and

- [will ask for cards as payment]

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 07/20/20
<i>No:</i> 3		
<i>Item:</i> Request for Temporary Wine and Beer License for Habitat for Humanity		
<i>No.</i> 3.4		

SUMMARY OF REQUESTED ACTION:

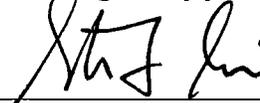
Habitat for Humanity Winona-Fillmore Counties has applied for a Temporary On-Sale Wine and Malt Liquor license for the Craft Beer Tour, sponsored by Leighton Enterprises, located at the East Levee Parking lot and a portion of Levee Park on Saturday, September 12, 2020, from 1:00 – 5:00 p.m.

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

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

City Clerk

07/20/20

Item: **Wabasha Street Closure Request**

No. 3.5

SUMMARY OF REQUESTED ACTION:

Councilmembers,

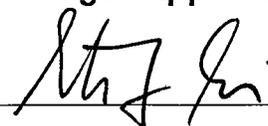
We would like to close the street in front of our home at 222 West Wabasha Street, between Winona & Washington Streets on Wednesday, July 29, 2020 for a Meet & Greet from 6:00 p.m. – 8:00 p.m. with a rain date the following evening Thursday, July 30, 2020 from 6:00 p.m. – 8:00 p.m.

Thanking you,

Taff Roberts & Anne Plummer
222 West Wabasha Street

Department Approval:

City Manager Approval:



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Parks and Recreation	<i>Date:</i> 07/20/20
<i>No:</i> 3		
<i>Item:</i> Wedding Request – Levee Park		
<i>No.</i> 3.6		

SUMMARY OF REQUESTED ACTION:

A renter is seeking the following approvals for a private wedding at Levee Park on Saturday, August 1, 2020 from 12:30 p.m. to 11:59 p.m.

Approval to:

- Close the Main Street Parking Lot North of Second Street
- Close the East end of Lot #10 for the placement of a portable toilet trailer
- Use City water for hand washing station
- Use the Levee Park electrical system
- Play amplified music (DJ) until 11:30 p.m.
- Provide alcohol to guests (not for sale)
- Provide a food truck(s)
- Extend the noise variance to 11:59 p.m.

Requests for Street Department

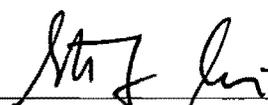
- Post "No Parking" signage in the Main Street / Levee Park parking lot from 12:30 to 11:59 p.m. on Saturday, August 1, 2020.
- Place "No Parking" signage on the six parking stalls located on the East end of Lot #10 for the toilet trailer.
- Place bollards next to the barricades by the movie theater for event director to install at 12:30 p.m. and remove at 11:59 p.m.

If City Council concurs, a motion to approve the requests for this event at Levee Park would be in order.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

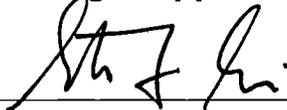
<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 5	City Clerk	07/20/20
<i>Item:</i> Extend Cable Television Franchise Agreement – Charter Communications		
<i>No.</i> 5.1		

SUMMARY OF REQUESTED ACTION:

In December 2015, the Council approved a new cable television franchise agreement with Hiawatha Broadband Communications, Inc. (HBC), and extended the current agreement with Charter Communications until June 30, 2016. The Council has since extended the franchise agreement with Charter for additional six month terms seven more times. The current extension will expire on July 31, 2020.

Legal counsel and City staff have recently discussed the latest draft agreement proposed by Charter and have determined that additional time is required to complete this process. Therefore, another extension of the old agreement is requested. Staff is recommending extending the agreement until December 31, 2020, or until such time as the new agreement has been fully executed.

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

Department Approval: 	City Manager Approval: 
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RESOLUTION NO. _____

**GRANTING SPECTRUM MID-AMERICA, LLC
A FRANCHISE EXTENSION TO DECEMBER 31, 2020**

WHEREAS, on February 21, 2000, the City of Winona, Minnesota ("City") adopted Cable Television Franchise Ordinance No. 3442 ("Franchise"), which is currently held by Spectrum Mid-America, LLC, d/b/a Charter Communications ("Charter"); and

WHEREAS, the initial term of the Franchise expired on December 31, 2015; and

WHEREAS, the City adopted Resolution No. 2015-118 on December 21, 2015 extending the term of the Franchise until June 30, 2016; and

WHEREAS, Charter executed said Resolution No. 2015-118 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2016-56 on June 6, 2016 extending the term of the Franchise until December 31, 2016; and

WHEREAS, Charter executed said Resolution No. 2016-56 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2016-103 on December 5, 2016 extending the term of the Franchise until June 30, 2017; and

WHEREAS, Charter executed said Resolution No. 2016-103 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2017-60 on June 5, 2017 extending the term of the Franchise until December 31, 2017; and

WHEREAS, Charter executed said Resolution No. 2017-60 and agreed to

continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2017-149 on December 18, 2017 extending the term of the Franchise until July 16, 2018; and

WHEREAS, Charter executed said Resolution No. 2017-149 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2018-56 on July 2, 2018 extending the term of the Franchise until December 31, 2018; and

WHEREAS, Charter executed said Resolution No. 2018-56 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2018-106 on December 3, 2018 extending the term of the Franchise until June 30, 2019; and

WHEREAS, Charter executed said Resolution No. 2018-106 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2019-59 on July 1, 2019 extending the term of the Franchise until January 31, 2020; and

WHEREAS, Charter executed said Resolution No. 2019-59 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City adopted Resolution No. 2020-08 on February 3, 2020 extending the term of the Franchise until July 31, 2020; and

WHEREAS, Charter executed said Resolution No. 2020-08 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, the City and Charter desire to extend the term of the Franchise to

facilitate renewal negotiations under state and federal law.

NOW, THEREFORE, the City Council of the City of Winona, Minnesota hereby resolves as follows:

1. The Franchise is hereby amended by extending the term of the Franchise from August 1, 2020 through and including December 31, 2020 unless earlier renewed by the parties.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the Winona City Council and (2) Charter's acceptance of this Resolution.

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

CITY OF WINONA, MINNESOTA

ATTEST:

By: _____
Its: Mayor

City Clerk

ACCEPTANCE

Spectrum Mid-America, LLC, d/b/a Charter Communications, hereby acknowledges the City of Winona Resolution No. _____, and hereby accepts the terms, provisions and recitals of the Resolution and agrees to be bound by the Franchise to the extent consistent with applicable laws.

DATED: _____, 2020

Spectrum Mid-America, LLC
d/b/a Charter Communications

By: _____

Its: _____

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i> Public Works	<i>Date:</i> 7/20/2020
<i>No:</i> 5.		

Item: **Renewable Energy Procurement Collaborative**

No. **5.2**

SUMMARY OF REQUESTED ACTION:

The City of Minneapolis is pursuing renewable energy options and is looking to collaborate with other municipalities in Xcel Energy territory including the City of Winona. The attached letter spells out more of their initiative.

The City's Natural Resources and Sustainability coordinator supports engaging in this collaborative because current green energy rate options from Xcel Energy (Windsor or Renewable*Connect) would probably not be feasible for the City. The existing Xcel Energy offerings cost about \$1 per 100 kWhs, which would add up to about \$35,000 annually for City of Winona operations. The goal of the collaborative effort is to find or develop a lower cost option that would be feasible for municipalities.

Staff is looking at on site renewable energy generation options, although it is unlikely it would be sufficient to cover the remainder of the electricity use not currently enrolled in community solar gardens.

Before engaging in this effort, staff wanted to make the City Council aware of this offer to participate and to gauge interest. This effort has the potential to change state energy policy, and almost certainly would if successful, and therefore is somewhat more high profile than simply collaborating with other cities. Staff also wants to be clear that purchasing renewable energy in this manner would likely increase the overall cost of the City government's electricity, although likely at less cost than if the City were to pursue the same objectives alone or purchase through the existing Xcel Energy programs. We are not making a commitment to purchase the renewable energy credits by joining the collaborative, but if there is no interest in doing so, staff would recommend respectfully declining the offer to participate.

If the City Council concurs with exploring renewable energy options with Minneapolis and other city partners, a motion of support would be in order.

Department Approval: 	City Manager Approval: 
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June 23, 2020

Mr. John Howard
Natural Resources Sustainability Coordinator
City of Winona
207 Lafayette Street
Winona, MN 55987

Dear John:

The City of Minneapolis has embarked on a plan to have all of its municipal operation's electricity needs come from 100% renewable sources by 2023. The City is planning to release a Request For Proposals this summer for developers to submit resource plans to provide the renewable electricity at a reasonable price. As Energy Manager and Sustainability Director for the City of Minneapolis, we are contacting the City of Winona and other governmental customers of Xcel Energy to see if your organization would be interested in joining the City in this effort. The concept here would be to aggregate all of our organizations' renewable electricity needs into a single large request for a new program from Xcel or an outside developer to provide renewably sourced electricity at a price significantly less than Xcel Energy's current green tariff offerings.

In several areas around the country, large electricity users are working with their electricity providers to create new special contracts and innovative tariffs that bring inexpensive renewably generated power to the users. Some of these successful efforts have occurred even in highly regulated power markets such as ours here in Minnesota. The City has begun talks with Xcel Energy about these alternatives, and our next meeting with Xcel will occur in the July. We would like to provide Xcel with an aggregated list of large governmental users at that time to help them plan for new renewable resources in the 2020 – 2025 timeframe. If the city of Winona would be interested in discussing this effort, please get back to either of us with a contact from within your organization to carry out further discussions.

Thank you for your attention to this project to bring more renewably generated electricity onto the grid.

Sincerely,

Brian Millberg, Energy Manager City of Minneapolis
brian.millberg@minneapolismn.gov

Kim Havey, Sustainability Director City of Minneapolis
kim.havey@minneapolismn.gov

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 5	Public Works	7/20/2020

Item: **Aquatic Invasive Species Prevention Grant Acceptance.**

No. **5.3**

SUMMARY OF REQUESTED ACTION:

The Minnesota Department of Natural Resources (MnDNR) awarded the City of Winona a grant for \$3,756 as part of a pilot study on improving aquatic invasive species prevention efforts. The grant will fund a bait disposal unit, a boat cleaning station, and informational signage at four boat launches in the City. The target audience of the grant efforts are anglers, so staff is planning to place these units at the three Lake Winona boat launches and at the Prairie Island spillway boat launch. If funds allow, additional bait disposal stations may be placed at one of more of the fishing piers.

Attached for Council consideration is the work plan (Exhibit A) as well as a standard state contract. The City will receive assistance from the Winona County SWCD in installing the equipment at boat launches – ideally yet this summer. City staff will be responsible for monitoring the stations to ensure the equipment is in good working condition and also disposal of the unused bait. About 20 hours of staff time, principally the Natural Resources and Sustainability Coordinator's, will also be put towards public education and grant reporting.

If the City Council concurs with the plan assembled by staff, a motion to authorize the City Manager to execute the grant agreement would be in order.

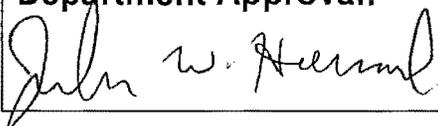
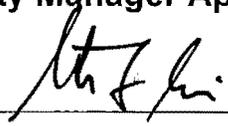
Department Approval: 	City Manager Approval: 
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Exhibit A: Behavior Change Grant Project Scope, Budget, Tasks and Deliverables

Grantee:

City of Winona

Project Scope

Goals

It is the goal of the Behavior Change Grants for Aquatic Invasive Species (AIS) Prevention to fund local behavior change intervention pilot projects that utilize Community-Based Social Marketing (CBSM) methodologies. The grantee will:

- **Design** a behavior change intervention strategy for a specific audience and associated AIS prevention behavior(s) based on the results of the Minnesota Department of Natural Resources (DNR) Behavior Change for AIS Prevention Project.
- **Deliver** the behavior change intervention strategy to the target audience in their local jurisdiction.
- **Gather** valuable data about the target audience in their local jurisdiction.
- **Evaluate** change in behavior of the target audience.
- **Summarize** project activities and results to inform future efforts locally and statewide.

These efforts will ultimately help promote the adoption of desirable AIS prevention behaviors and create positive social norms around AIS prevention throughout Minnesota.

This project aims to make it easy for anglers to properly dispose of unwanted live bait and boaters to clean their boat and gear by providing bait disposal bins and cleaning tools at public water accesses.

Objectives

The grantee will implement a behavior change intervention strategy addressing/utilizing the following:

Audience: Anglers and boaters.

Behavior: Anglers dispose of bait in the trash; Boaters clean their boat and gear.

Barriers: No equipment or disposal amenities are available.

Strategy: Provide designated bait disposal containers and boat cleaning tools at water access points.

Accessibility

The grantee will ensure all reports, materials, supporting documentation, and deliverables are accessible per Minnesota Statute 16E.03, sub. 9.

DNR Project Team

The grantee is strongly encouraged to check in with the DNR Project Team throughout this project in order to (1) ensure that their work can be reimbursed under this grant opportunity; (2) ensure that their work utilizes current best practices for AIS prevention and behavior change; and (3) have the opportunity to coordinate and collaborate with other grantees doing similar work. The DNR Project Manager will lead the DNR Project Team made up of DNR staff and contracted behavior change experts. The DNR has a contract in place with a consulting firm to "Review and provide recommendations on select behavior change strategies and/or pilot project design plans drafted by local organizations that are awarded grants." DNR staff have a wide range of expertise in AIS prevention. The grantee may seek technical advice from the DNR Project Team throughout this project.

Budget

Item Description	Unit Cost	Number of Units	Grant Funds	In-Kind Services
Brushes	\$10	20	\$200	
Aqua weed stick	\$30	20	\$600	
Retractable cable spools	\$400	4	\$1,600	City or Partner installation
Bins and lids	\$65	4	\$260	City or Partner installation
Signage	\$80	5	\$400	City or Partner installation
Print material for bait shops	\$120	NA	\$120	
Miscellaneous hardware and replacement materials for installation and maintenance of stations and bins	\$400	NA	\$400	
Installation				Partner (Winona County Soil and Water Conservation District)
Set of disposal bags	\$22	8	\$176.00	
Disposal costs				Grantee

- **Total Grant Budget:** \$3,756.00

Budget Deliverables:

- Documentation for expenses (e.g. invoices, receipts, hours) as listed in the budget above to be reimbursed through this grant award.
 - Work must be completed before invoices are submitted (e.g. Part 1 tasks/deliverables, Part 2 tasks/deliverables).
 - Invoices must be separated by state fiscal year (July 1 through June 30). Funds expended on or before June 30 must be billed independently of funds expended on or after July 1.
- A summary of in-kind services and matching funds provided.

Part One: Strategy Design and Evaluation Tasks and Deliverables

The grantee will have one or more opportunities to consult with the DNR Project Team to ensure activities align with behavior change best practices.

Strategy Design

The grantee will produce materials and behavior change tools targeting the objectives listed above.

Task 1.1: Develop partnerships for project implementation

The grantee will reach out to the following partners to confirm participation in this project:

- Winona County Soil and Water Conservation District (SWCD)
- Healthy Lake Winona

Task 1.2: Obtain Permits and Permissions

The grantee will secure any permits and permissions needed to implement all project activities.

- The grantee is the administrator of the public water accesses where the bait disposal amenities and aqua weed stick tool stations will be installed and maintained.

Task 1.3: Develop content and produce materials

The grantee will consult with the DNR Project Team as needed concerning content of the following materials. A majority of these materials will be produced in 2020. If funds remain in the budget for materials and additional materials are needed for the second season of implementation, additional materials may be produced in 2021.

Item Description	Content and Design	Estimated quantity to be produced
Pilot public water access site prioritization and selection.	The pilot sites will be the three boat launches around Lake Winona and the Prairie Island boat launch on the Mississippi River. These were selected because they are all part of a Winona City Park.	NA
Tools and bait disposal bins at pilot public water accesses.	<p>Install and maintain bait disposal bins and boat cleaning tools at four pilot public water accesses.</p> <ul style="list-style-type: none"> • Purpose: Provide a convenient location to dispose of unwanted bait and tools to remove vegetation from boats and trailers on-site. • Design and materials: <ul style="list-style-type: none"> ○ Bins: Brightly colored standard plastic trash can with lid. ○ Tools: All sites will have one Aqua Weed Stick and one brush (prefabricated). Two sites will have the tools installed on individual retractable cable spools and two sites will have free-standing tools (e.g. hanging freely from a post and may be labeled as City property). • Location on-site: Depends on visibility, accessibility, flow of traffic, site use, current AIS signage, access administrator preferences, etc. • Installation and Maintenance: The SWCD will install the equipment. The bins will be serviced by City trash pickup that already visits the boat launch sites on a nearly daily basis over the summer. The City will service the boat launch cleaning tools to make sure they stay in working order and replace free-standing tools as needed. <p>If after installation there is too much vandalism, dumping, misuse or other issues related to the bin/station at a particular site, the grantee can choose to uninstall the bin/station and find an alternative site if feasible.</p>	4 sites
Signage on/near the stations and bins.	<ul style="list-style-type: none"> • Purpose: Clearly identify the bin/container as a place to dispose of unwanted bait and tools for cleaning boats. • Potential Sign Content: <ul style="list-style-type: none"> ○ Why proper bait disposal is essential to protect our lakes (e.g. bait may be invasive or carry disease; you are helping to prevent the spread of invasive species; you are making a positive impact on your community and the environment). ○ Minnesota bait laws, bait disposal best practices, and other AIS laws as needed (e.g. clean and drain boats). ○ Instructions on how to use the tools. ○ Instructions and/or a list of allowable items to be placed in the container. ○ A phone number to call if maintenance is needed (required). ○ Optional: Gather public commitments by providing a hashtag and requesting people post the hashtag along with a picture of themselves using the station/disposal container on social media platforms. ○ List of partners (if necessary/applicable). 	4 sites

Item Description	Content and Design	Estimated quantity to be produced
	<ul style="list-style-type: none"> Location: Directly attached to or next to the bin/station. 	
Identify and have conversations with bait dealers	Investigate and make a list of retailers that sell live bait in the City. Have conversations with bait retailers in the City to see what steps they are taking to inform anglers and gaps we can help fill. If possible/feasible, the City will consider asking the bait retailers to ask their customers to make a commitment to properly dispose of bait.	To be determined
Social and earned media posts	The City and our partners would utilize our social media presence as well as earned media to spread the message of why AIS prevention is important, and that individual lake users can play a big role. For instance, potentially developing a hashtag so people may share photos of themselves using the tools and disposing of bait properly.	NA

Sequence of delivering the behavior change tools and evaluation methodologies:

Order in which the behavior change tools will be delivered, based on behavior change best practices.

At a pilot public water access site:

1. A boater and/or angler is leaving the public water access.
2. They happen to see the sign(s) and/or tools and/or bait disposal bin.
3. If they happen to be an angler using live bait and they have unwanted bait, they dispose of it in the bait disposal bin.
4. If they need to clean their boat, they use the tools provided as needed.
5. If they need to drain water from their boat, bait container, etc. they follow instructions on the sign to do so.
6. The boater/angler leaves the public water access in compliance with AIS laws.

Evaluation

The grantee will develop and implement evaluation of the intervention to document changes in behavior of the target audience.

Task 1.4: Develop evaluation methodologies (pre- and post-intervention behaviors)

The grantee will consult with the DNR Project Team as needed to refine the evaluation activities listed below. All data collected must follow state data practices policies.

Metric (What element will be tracked)	Evaluation Methodology / Data Tracking Tool (How the metric will be tracked)	Timing (When and over what period of time the metric will be tracked)
Pre-intervention audience behaviors, attitudes, awareness, barriers, benefits, etc.	Results from the Angler Survey Summary Report (DNR Behavior Change for AIS Prevention Project 2019).	Completed, existing data.
Contents in an around each bait disposal bin	Purpose: Measure how much use and the kind of use the bait disposal bin gets at each site; this informs maintenance needs for long-term planning as well as any necessary design modifications to ensure best use of the amenities. If feasible, mix up the days the bins are checked and the extent of time	After bin installation: 1. Record contents: Approximately every-other week during the open water season.

Metric (<u>What</u> element will be tracked)	Evaluation Methodology / Data Tracking Tool (<u>How</u> the metric will be tracked)	Timing (<u>When</u> and over what <u>period of time</u> the metric will be tracked)
	<p>between checks; this informs how often during the week/weekend the bins may need to be emptied.</p> <ol style="list-style-type: none"> 1. Record contents of the bin/area. <ol style="list-style-type: none"> a. Take pictures of inside the bin and the general area around the bin. b. Visually estimate and record how much is in the bin (e.g. empty, ¼, half, ¾, full, overflowing, etc.). c. Visually estimate and record the amount of contamination in the bin (contamination is anything that should not be in there). d. Visually estimate and record the amount of litter on the ground within about 20 feet of the bin (e.g. nothing, a few small items, many small items, many small and large items, etc.) 2. Empty the bins. <ol style="list-style-type: none"> a. Staff servicing the bins will have the appropriate equipment and follow safety protocols when emptying the bin and transporting contents to a waste site/facility. b. Service staff will be instructed to report any issues/concerns in a timely fashion. 	<ol style="list-style-type: none"> 2. Service/empty: Near-daily in the summer by existing City trash pickup services.
Observed angler/boater behavior at the pilot public water access sites	Visually observe and record the general behaviors of boaters/anglers at each pilot public water access site. For example, if they use the bait disposal bin, if they use the tools, if they appear to clean/drain their boat and gear by hand, if they appear to take no AIS prevention actions, etc. An observation worksheet will be developed to ensure consistent data recording.	Visit each pilot site at least once during a weekend and once during a weekday for at least 2 hours.

Pilot Plan

Task 1.5: Develop a pilot test implementation plan

The grantee will finalize a pilot test implementation plan that details how the behavior change intervention strategy will be delivered to the target audience (similar to the content that was submitted as part of the grant application process). The grantee will submit the plan to the DNR Project Team for review and approval before implementation begins – the DNR will take no longer than 5 business days to complete this review and approval. The plan should include details about and the timing of:

- Engaging and confirming participation of partners as listed in Task 1.1
- Securing permits and permissions as listed in Task 1.2
- Designing, producing and distributing materials as listed in Task 1.3
- Designing evaluation methodologies and data tracking tools as listed in Task 1.4
- Utilizing behavior change tools in the sequence as listed in Task 1.3
- Tracking metrics using the evaluation methodologies and data tracking tools as listed in Task 1.4

Part One Deliverables

1. Copies of all materials including any graphics, print materials, electronic media, promotional items, equipment design specifications, event programs and agendas, etc.

- a. All materials produced in 2020.
- b. Any additional materials produced in 2021 (if necessary).
2. Copies of all permits and permissions secured in order to implement all project activities.
3. A proposed plan for pilot testing including a description of the evaluation metrics, measurement methodologies, and data tracking tool(s).

Part Two: Pilot Test Implementation Tasks and Deliverables

Task 2.1: Implement Pilot

The grantee will implement the pilot test implementation plan as approved in **Task 1.5**.

Task 2.2: Develop a summary report of project activities and results.

The following is a suggested outline of the final project summary report (satisfies Part Two Deliverables 1 and 3):

- Target audience and behavior(s)
- Behavior change intervention strategy design
 - Materials produced
 - Behavior change tools utilized
- Pilot implementation
 - List of partners
 - Timeline of delivery to the target audience
 - Successes
 - Challenges
 - Discuss potential modifications for improvement
- Expenses (grant and matching funds, in-kind services)
- Evaluation
 - Pre-intervention data summary
 - Metrics tracked
 - Post-intervention data summary
 - Discuss demonstrated behavior change
 - If no change in behavior is observed, discuss potential reasons.

The grantee should consider including pictures in this report and/or submitting them in conjunction with the project deliverables. *Always seek permission from the people in the photo before it is taken and get permission from each photographer for each photo to be used.*

Part Two Deliverables

1. A description of pilot test challenges and successes. Include discussion on what worked well, what didn't, what you would change and how, and anything you would not do again.
2. Electronic or paper copies of all data tracking tool(s) (e.g. surveys, observations, focus groups, etc.) and all raw data collected.
3. A summary of target behavior change that occurred during the pilot as demonstrated by the baseline and post-intervention data.

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("STATE") and City of Winona, P.O. Box 378, Winona, MN 55987 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 the State is empowered to enter into this grant.
2. The State is in need of partnerships with local governments throughout the state to help prevent the spread of aquatic invasive species.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 14, 2020, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

February 1, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

Perform the duties specified in Exhibit A which is attached and incorporated into this grant contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) *Compensation*

The State will reimburse the Grantee 100% of all documented expenses for actual costs solely related to and necessary for the performance of the behavior change for AIS prevention project described in Exhibit A not to exceed \$3,756.00.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred

outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$3,756.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon successful completion of each task or set of tasks and receipt and approval of associated deliverable(s) as listed below.

Part 1: Tasks 1.1, 1.2, 1.3, 1.4 and 1.5 completed in calendar year 2020.

- Task 1.3 (Develop content and produce materials) Deliverables (1a): Copies of all materials including any graphics, print materials, electronic media, promotional items, equipment design specifications, event programs and agendas, etc.
- Task 1.2 (Obtain permits and permissions) Deliverables: Copies of all permits and permissions secured in order to implement all project activities.
- Task 1.1 (Develop partnerships for project implementation), Task 1.4 (Develop evaluation methodologies) and 1.5 (Develop a pilot test implementation plan) Deliverables: A proposed plan for pilot testing including a description of the evaluation metrics, measurement methodologies, and data tracking tool(s).

Part 1: Task 1.3 completed in calendar year 2021.

- Task 1.3 (Develop content and produce materials) Deliverables (1b): Copies of all materials including any graphics, print materials, electronic media, promotional items, equipment design specifications, event programs and agendas, etc.

Part 2: Tasks 2.1 and 2.2

- Task 2.1 (Implement pilot) Deliverables: Electronic or paper copies of all data tracking tool(s) (e.g. surveys, observations, focus groups, etc.) and all raw data collected.
- Task 2.1 (Implement pilot) and Task 2.2 (Develop a summary report of project activities and results) Deliverables: A description of pilot test challenges and successes. Include discussion on what worked well, what didn't, what you would change and how, and anything you would not do again.
- Task 2.1 (Implement pilot) and Task 2.2 (Develop a summary report of project activities and results) Deliverables: A summary of target behavior change that occurred during the pilot as demonstrated by the baseline and post-intervention data.

To satisfy State fiscal year end funding requirements, all services performed by the Grantee must be billed independently according to the following:

- Work completed between July 1, 2020 and June 30, 2021 – invoices for this work must be submitted no later than July 30, 2021.
- Work completed after June 30, 2021.

(b) Retainage.

No more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract (Part 2: Tasks 2.1 and 2.2) has been reviewed by the State. The balance due will be paid when the State determines that the Grantee has satisfactorily fulfilled all the terms of this Contract.

(c) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through U.S. Fish and Wildlife Service grant award F18AS00106. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(d) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Tina Fitzgerald, Aquatic Invasive Species Prevention Planner; 500 Lafayette Road, St. Paul, MN 55155; 651-259-5146; tina.fitzgerald@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Stephen T. Sarvi, Winona City Manager; PO Box 378, Winona, MN 55987; 507-457-8234; Ssarvi@ci.winona.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property Rights**

10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

(a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) *Obligations*

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the

Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

- (2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to

comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. F18AS00106 is withdrawn by the U.S. Fish and Wildlife Service.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Research on Human Subjects

No survey data may be collected from any person under the age of 18.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Director, Ecological & Water Resources

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Public Works	07/20/20

Item: **Request Approval of Agreement for Encroachment into Flood Control Easement**

No. **5.4**

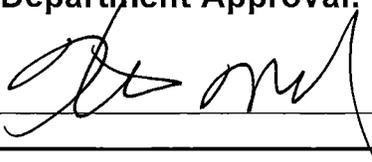
SUMMARY OF REQUESTED ACTION:

Bay State Milling has requested approval to build a concrete pad for a electrical equipment that will sit slightly into the Flood Control Easement. The Army Corps of Engineers is not able to review that request until later this fall or early Winter. City staff is confident that the request will not hinder the access to or maintenance of the Flood Control system.

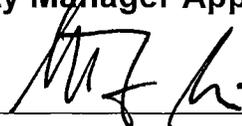
An agreement has been created that will approve the placement of the concrete pad and electrical equipment with the understanding that should the Army Corps of Engineers determine that is was detrimental to the Flood Control System that it would be relocated.

The agreement is attached for your review and approval is requested.

Department Approval:



City Manager Approval:



(Top 3 inches reserved for recording data)

LICENSE AGREEMENT TO USE PUBLIC EASEMENT

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and Bay State Milling Company, a corporation under the laws of the State of Minnesota, 1010 Dale Street North, St. Paul, MN 55117-5603 (“Licensee”); (collectively the “Parties”).

RECITALS:

WHEREAS, the Licensee is the owner of the real property located at 55 Franklin Street in the City of Winona, Minnesota, which real property is legally described as follows:

The real property (hereinafter referred to as the “Property”) described in Exhibit A, which is attached hereto and incorporated herein by reference

; and

WHEREAS, located within said Property is a public flood control/levee easement owned by Licensor (the “Easement”); and

WHEREAS, the Easement is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, a depiction of the Easement in relation to the Property is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, the Licensee desires to encroach within the Easement on the Property a distance of approximately 3 feet north into the Easement at a width of 16 feet allowing construction of a concrete base with dimensions of 16’x 5’8” as depicted on Exhibit D (the “Licensed Premises”) for the limited purposes of constructing, operating and maintaining an electrical transformer upon such concrete base (the “Improvements”) therein; and

WHEREAS, the Licensee desires to replace the current piezometer located on the Property at their cost following the approval of the U.S. Army Corps of Engineers (“USACE”); and

WHEREAS, the Licensed Premises shall, with the exception of the authorized Improvements, remain available to the City of Winona for all flood control related activities, including but not limited to levee operation and maintenance and emergencies all in accordance with and subject to USACE and City approval; and

WHEREAS, all of the other portions of the Easement, which are located outside the Licensed Premises, are not licensed hereby for use by Licensee for Improvements, but shall remain available for use by the Licensee for only those purposes that are not inconsistent, in conflict or which interfere with the rights granted the City in the Easement, all subject to USACE and City approval, and all in compliance with those flood control regulations applicable to the levee within the Easement; and

WHEREAS, the Licensee desires a license from Licensor authorizing Licensee’s above-described limited use of the Licensed Premises for the purposes stated herein; and

WHEREAS, a more detailed sketch/schematic of the location of the Licensed Premises and Improvements depicting the dimensions and location thereof within Licensed Premises is provided in Exhibit D, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City is willing to permit Licensee a non-exclusive, terminable license permitting use by Licensee for the purposes stated above within the Licensed Premises as described herein pursuant to those certain terms and conditions contained herein.

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

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a non-exclusive, terminable license to use the Licensed Premises for the purposes stated in the Recitals hereto, subject to the following conditions:
 - a. Licensee shall not commence construction of the Improvements until it has obtained all required approvals and permits as required by the City.
 - b. Prior to constructing the Improvements or making subsequent material alterations or additional improvements to the Improvements, or replacement of the Improvements, within the Licensed Premises, the Licensee shall present plans and specifications to the City Manager, or his or her designated representative, for approval. If approved, that fact shall be noted in writing on the plans or otherwise in writing by the City Manager. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the Improvement(s), features, lighting, excavation and depth, landscaping, the presence of utilities

affected by the work, and such other or different information as the Licensor may require.

- c. Licensee shall take all necessary precautions to protect and preserve the City's Easement during any activities within or use of the Licensed Premises as contemplated in this License.
- d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises and, except as otherwise provided in this Agreement, shall not hinder the natural free and clear passage of any City motorized or non-motorized vehicles within the Easement or on Licensed Premises.
- e. Licensee shall conduct any work authorized by this License or subsequently approved by the City Manager in a manner so as to ensure the least obstruction to and interference with present and continued use of the Easement and shall return the Easement to its original condition following such authorized work at Licensee's sole cost and expense and to the satisfaction of the City Director of Public Works.
- f. Licensee's Improvements within the Licensed Premises shall be made at Licensee's sole cost and expense. The Licensor shall have no responsibility for any costs or expenses related to the Improvements, and the Licensee hereby expressly assumes all responsibility for such costs and expense. The Licensee hereby expressly waives and releases the Licensor from any and all liability for claims related to the cost and expense of the Improvements.
- g. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain, repair or replace the Improvements and comply with the requirements thereof.
- h. Licensee shall not obstruct access to the Easement during the term of this License. Licensee shall not obstruct access by emergency vehicles, including access by City vehicles to the levee, within the Licensed Premises or Easement.
- i. During the term of this Agreement, Licensee shall keep the Licensed Premises and in its immediate area in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.
- j. Licensee shall not conduct any work within the Easement outside the Licensed Premises without the express prior written approval of the Licensor.
- k. Licensee shall be responsible for either; 1) removing the Improvements and all associated costs, or 2) the cost of removal of the Improvements by the City, should the City or another City authorized party need to conduct work in the

Licensed Premises and the Improvements interfere with such work in the reasonable judgment and discretion of the City.

Subject to the foregoing, the Licensee shall have the right and duty to operate, maintain, repair and alter said Improvements. Any operation, maintenance, repair or alteration to the Improvements shall not expand the encroachment. Significant alterations or replacement of the Improvements shall require written City approval. The Improvements shall at all times comply with City Code and applicable state and federal laws and regulations, including but not limited to levee and flood control regulations as well as any directives from the USACE.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the Improvements to be situated on the Licensed Premises described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement following the notice and cure period set forth in Section 13 hereof.

Notwithstanding the foregoing, this License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building located on the Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Clerk at the City's main offices.

Before the effective date of any such termination of this License under this Section, Licensee shall remove all of Licensee's Improvements from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code, as amended, and applicable state and federal law and regulations, unless otherwise directed by the City and/or USACE in writing. In the event that Licensee fails to remove the Improvements from the Licensed Premises before the effective termination date of this License, the City or its authorized agents or representatives may perform any work necessary to remove the Improvements from the Licensed Premises and restore the Licensed Premises to its preexisting condition, and Licensee shall reimburse the City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this Section within 30 days of Licensee's receipt of a billing statement for such charges from the City, the unpaid charges shall constitute a lien against the Property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges,

including certifying such unpaid charges to the county auditor for collection with taxes on the Property.

3. License Fee. Licensee shall pay a one-time license fee of \$1.00 payable at the time of execution of this Agreement and thereafter on or during the term hereof.
4. 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 purposes hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, directives, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such requirements as applicable to Licensee's operations thereon. The Licensee shall not intentionally commit, and shall use commercially reasonable efforts to prevent from being committed, any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee or any of its affiliates intentionally commit 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 as altered in accordance with plans and specifications as submitted to, and approved by, the City Manager of the Licensor, or his or her designated representative, 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.
5. Conditions of Licensed Premises "As Is" and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's Improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises for the purposes herein stated.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them during the term of this License.
 - a. Notwithstanding any provisions of this Agreement, the City may order the immediate cessation of any project or work or use that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public, in the City Manager's judgment and discretion.
 - b. The City may order Licensee to correct any project or work to comply with the scope of this License or other applicable standards, conditions, ordinances or laws. If the Improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Improvements into compliance with applicable standards as directed by the City Manager. Any such an order by the City Manager authorized by this Section shall

state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City Manager or the City Council, as applicable, may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.

7. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises, including but not limited to Licensee's construction, operation, maintenance, repair or replacement and use of the Improvements therein. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this License for a period of two years.
8. Waiver and Assumption of Risk. Licensee further knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the Improvements thereon and hereby assumes any and all risks and hazards associated therewith, except those risks created by the negligence or willful misconduct of the City. Licensee understands and acknowledges that the primary purposes of the Licensed Premises and the Easement, notwithstanding this Agreement, are for flood control protection, to facilitate utility facilities, and that the Easement and said facilities located therein, or which may be located therein in the future, require regular maintenance, repairs or other work. Licensor expressly reserves the right to locate public facilities within, under, across or upon the Licensed Premises during the term hereof. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or Improvements, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises, the Improvements therein, or the Licensor's construction, operation, maintenance, repair, replacement or other work regarding present or future public facilities conducted within the Easement by the Licensee or Licensor or any other third party contractor, except those resulting from the negligence or intentional misconduct of the Licensor.
9. Insurance. Licensee shall not commence construction under this License until Licensee has obtained all insurance required herein and has provided evidence thereof to City, nor shall Licensee allow any subcontractor to commence construction on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation,

liability, and automobile insurance. All this insurance coverage shall be maintained during the duration of construction of the Improvements, and Licensee shall also maintain the following categories of insurance coverage during the term of this License:

- a. Licensee agrees to procure and maintain, at Licensee's expense, statutory worker's compensation coverage. Except as provided below, Licensee must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts Licensee from Workers' Compensation insurance or if Licensee has no employees in the City, Licensee must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Licensee from the Minnesota Workers' Compensation requirements. If during the course of the License, Licensee becomes eligible for Workers' Compensation, Licensee must comply with the Workers' Compensation insurance requirements herein and provide City with a certificate of insurance.

- b. Licensee agrees to procure and maintain, at Licensee's expense, commercial general liability ("CGL") and business automobile liability insurance coverage insuring Licensee against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Licensee or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Section, or required by law. The policy(ies) shall name City as an additional insured for the services provided under this License and shall provide that Licensee's coverage shall be primary and noncontributory in the event of a loss.

- c. Licensee agrees to procure and maintain, at Licensee 's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee

Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
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Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)
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Umbrella or Excess Liability	\$1,000,000
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- d. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, shall be provided to City by Licensee upon the request of the City Manager.
- e. Any insurance limits in excess of the minimum limits specified herein above shall be available to City.
- f. Licensee’s insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days’ advance written notice to City or ten (10) days’ prior written notice to City for nonpayment of premium.
- g. Licensee’s policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to City with respect to any claim arising out of Licensee’s performance under this Agreement.
- h. Licensee is responsible for payment of contract related insurance premiums and deductibles. If Licensee is self-insured, a Certificate of Self-Insurance must be attached.
- i. Licensee’s policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
- j. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per “occurrence” basis (“claims made” and “modified occurrence” forms are not acceptable).
- k. Licensee shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by City.

1. Effect of Failure to Provide Insurance. If Licensee fails to provide the specified insurance, then Licensee will defend, indemnify and hold harmless City and City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Licensee, its subcontractors, agents, employees or delegates. Licensee agrees that this indemnity shall be construed and applied in favor of indemnification. Licensee also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, City may require Licensee to:

- i. Furnish and pay for a surety bond, satisfactory to City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Licensee's insurance company.

Licensee will take the action required by City within Fifteen (15) days of receiving notice from City.

- m. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement if Licensee is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against Licensee.
10. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises as a result of Licensee's use of the Licensed Premises as such real estate taxes become due and payable.
 11. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all reasonable steps necessary to see that it is removed within thirty (30) days of its being

filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

12. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
13. Default. If the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 30 days of written notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.
14. General Terms.
 - a. **RECITALS**. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
 - b. **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.
 - c. **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.
 - d. **NOTICES**. The Parties' representatives for notification for all purposes are:

Licensor:

Name: Steve Sarvi
Position: City Manager
City of Winona
Address: 207 Lafayette Street
PO Box 378
Winona, MN 55987-0378
Phone: 507-457-8234
Email: ssarvi@ci.winona.mn.us

Licensee:

Name: Al Simanovski

Position: Plant Manager
Company: Bay State Milling Company
Address: 55 Franklin Street
Winona, MN 55987
Phone: 507-452-1770, ext. 1121
Email: asimanovski@bsm.com

All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.

- e. 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.
- f. 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 City and Licensee.
- g. NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- i. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are

pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- j. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the Easement, the operation and maintenance of the levee and other flood control activities of the City and USACE, this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. 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.
- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and

Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties; this License shall be recorded by the City Clerk at the expense of the Licensee as soon as practicable following execution.

[Signature pages to follow]

CITY OF WINONA, LICENSOR

By: _____
Mark Peterson, Its Mayor

Date: _____

By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

COUNTY OF WINONA)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2020, by Mark Peterson and Monica Hennessy Mohan, respectively the Mayor and City Clerk, on behalf of the City of Winona, a municipal corporation of the State of Minnesota, Licensor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
111 Riverfront, Suite 306
Winona, MN 55987
(507) 205-4905

EXHIBIT A

Legal Description of Property

EXHIBIT B

Legal Description of Easement

All that part of Lots One (1), Two (2) and the East Half (E ½) of Lot Three (3), Block One (1) Original Plat of the City of Winona, and Lots One (1), Two (2), Three (3), Four (4) and Five (5) Block One Hundred Sixty-three (163) of said Plat, and Lot Five (5) Block One Hundred Sixty-two (162) of said Plat, and that part of Market Street vacated by the City of Winona between Front Street and the Mississippi River, and that part of Franklin Street vacated by the City of Winona between Front Street and the Mississippi River, lying Northerly of the following described line: Commencing at the Southwest corner of Lot Five (5) Block One (1), thence northerly along the West line of said Lot Five (5) and along the East line of Walnut Street (assumed bearing north 19° 28' 25" East) One Hundred Forty-six and Five-tenths (146.5) feet, thence South 73° 47' 14" East One Hundred Fifty and Twenty-fourth hundredths (150.24) feet to the West line of the East Half (E ½) of Lot Three (3), Block One (1) of said Plat to the point of beginning, thence continuing South 73° 47' 14" East Five Hundred Sixty-one and Seventy-two hundredths (561.72) feet, thence South 19° 28' 24" West One Hundred Twenty-five (125.0) feet, thence South 70° 31' 33" East Forty (40) feet, thence North 19° 28' 26" East One Hundred Thirty (130.0) feet, thence South 69° 32' 22" East Sixty-three (63) feet to the East line of Lot Five (5), Block One Hundred Sixty-two (162) of said Plat.

EXHIBIT C

Depiction of Easement in Relation to Property

EXHIBIT C

Depiction of Easement in Relation to Property

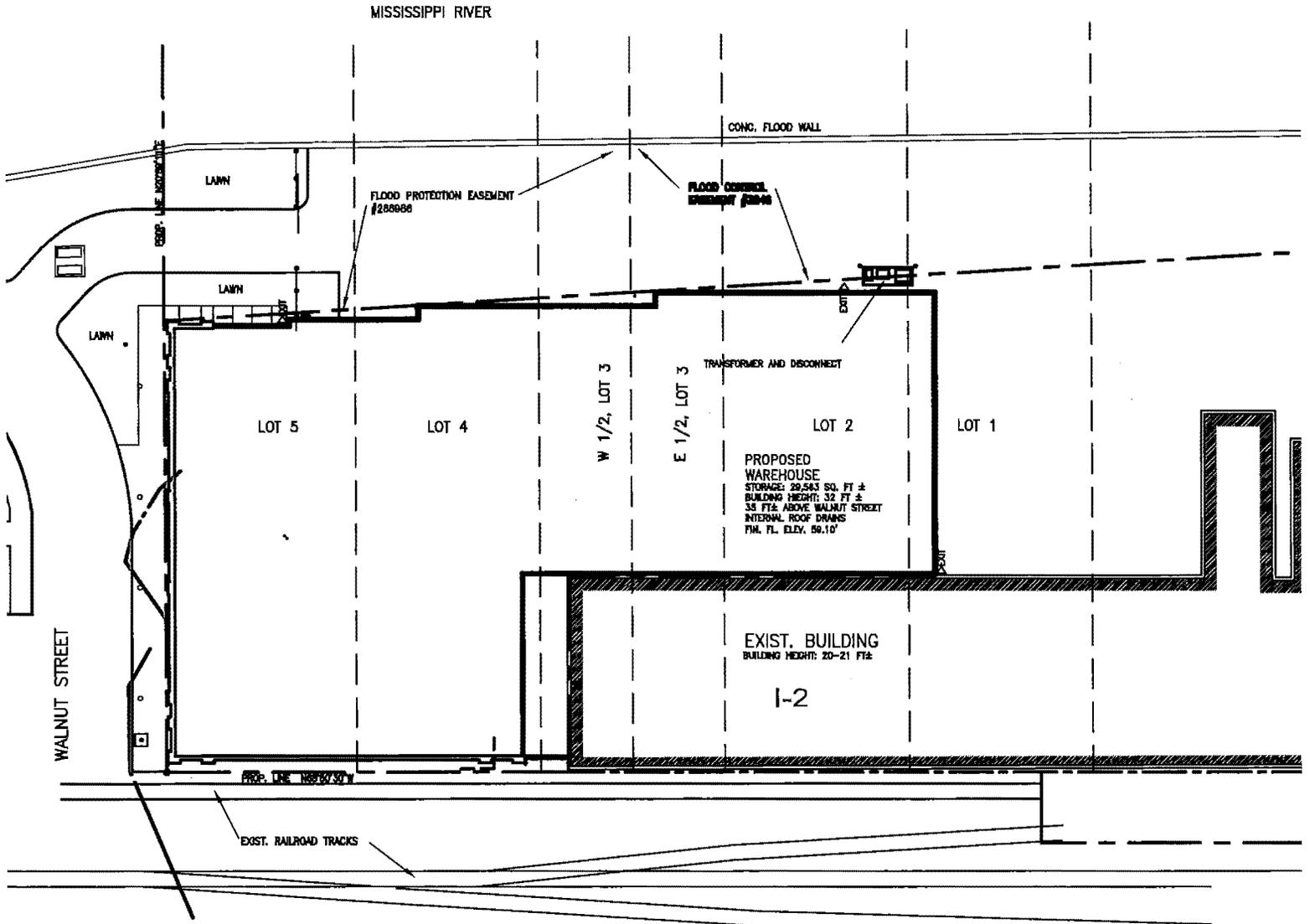
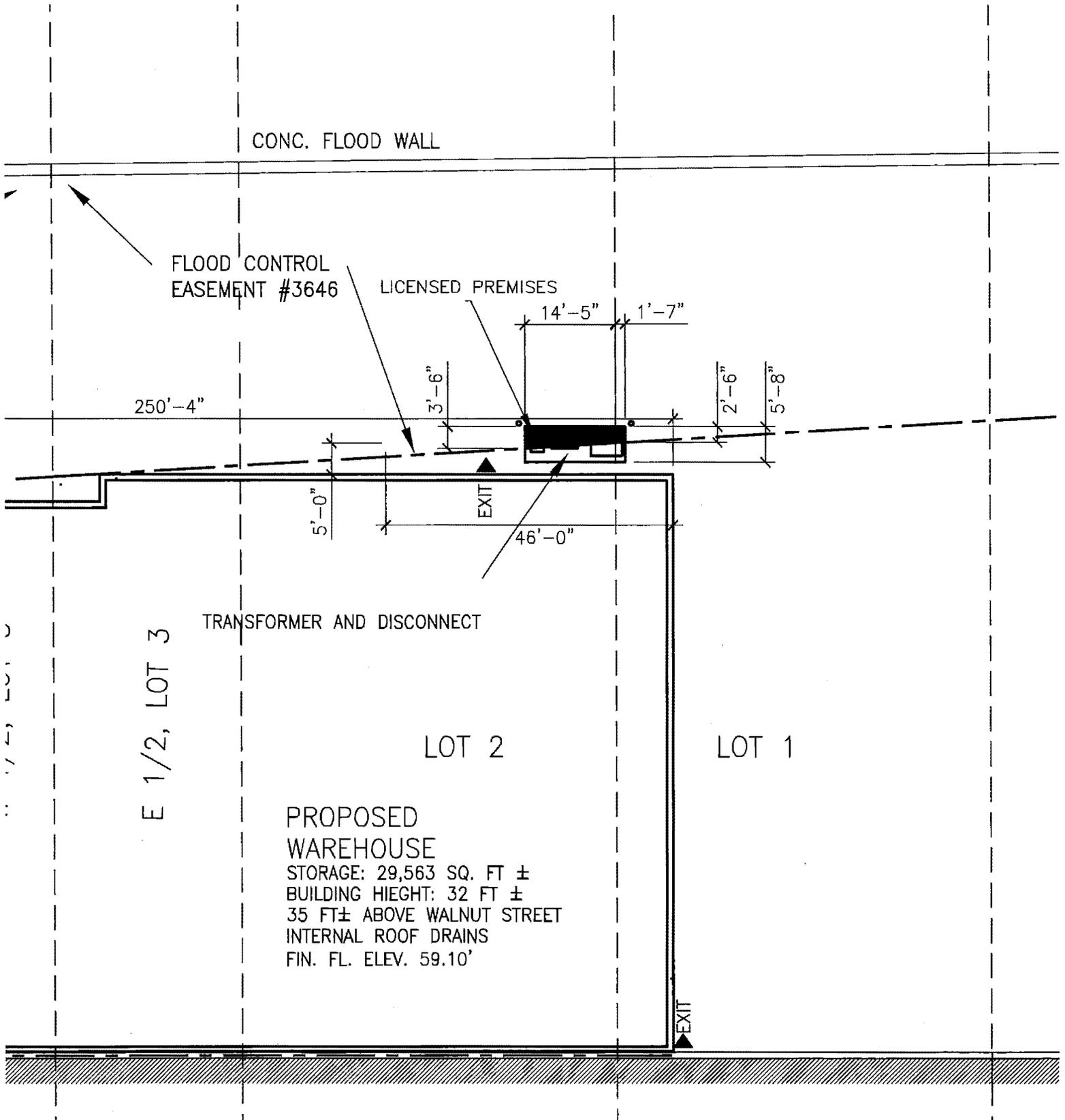


EXHIBIT D

Depiction of Licensed Premises

EXHIBIT D

Depiction of Licensed Premises



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Public Works	07/20/20

Item: **Approval of Amendments to Winona Airport FBO Leases**

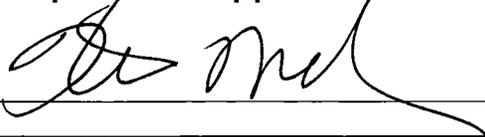
No. **5.5**

SUMMARY OF REQUESTED ACTION:

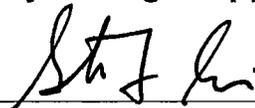
George Bolon operating as the Winona Airport Fixed Base Operator (FBO) with his company B2W has requested that the current five leases he maintains with the City of Winona be extended an additional 10 years until the year 2042. The letter of request from Mr. Bolon is attached.

The amendments are attached for Council review. Approval of the amendments is recommended.

Department Approval:



City Manager Approval:



**B₂ W CORPORATION
P.O. BOX 541
WINONA, MN 55987
(507) 452-2220**

Mr. Keith Nelson
Director of Public Works
City of Winona
207 Lafayette Street
Winona, MN 55987

Dear Mr. Nelson,

On behalf of the staff and employees of B2 W Corporation (DBA Win Air), "The Island City's" Fixed Based Operator, and as a follow up to our earlier conversations. I am requesting the resetting of our contracts with the City under the current contract condition and time frames.

This reset request is being done; in order, for all of us to have long term stability for our employees, for the planning of and purchasing of equipment and financial stability of the operation; as well as, what we believe is in the City's best long term interest.

In advance, on behalf of all of us here at B2 W Corporation, we thank you and the City for reaffirming your confidence in our operations and how we serve the City and the aviation community.

Thank You,



George Bolon,
Director of Operations

cc. Steve Sarvi, City Manager

FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012
AIRPORT TERMINAL BUILDING LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for the Airport Terminal Building and adjoining vehicular parking at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph 1 (a) of the Lease Agreement is hereby amended as follows:

1. Term.

- (a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, ~~2042~~ 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The lessee may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

**FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012
HANGAR NO. 1 BUILDING LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for "Hangar No. 1", which hangar is approximately 120 feet by 100 feet in size with an attached lean-to structure (a part of said hangar) approximately 30 feet by 100 feet in size at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph C of the Lease Agreement is hereby amended as follows:

C. TERM AND USE. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, ~~2042~~ 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

In the event of termination of the lease, all improvements shall be forfeited and shall become the property of the Lessor without reimbursement to the FBO.

2. The recitals hereto are made a part hereof.

**FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012**
**OLD WINONA TECHNICAL COLLEGE
AVIATION CENTER LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Two (2) hangar floor areas of the premises, together with improvements thereon, hereinafter referred to as the "Premises", namely the Old Winona Technical College Aviation Center and "Shop Area" at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph 1 (a) of the Lease Agreement is hereby amended as follows:

1. Term.

- (a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 ~~2032~~. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The lessee may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

**FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012**

**“T” HANGAR CONSTRUCTED
PRIOR TO 1990 BUILDING LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “First Amendment”) is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as “Lessee”); (collectively Lessor and Lessee are referred to herein as the “parties”).

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Six (6) unit “T” hangar constructed prior to 1990 at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the “Lease Agreement”), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That numbered paragraph 2 of the Lease Agreement is hereby amended as follows:

2. TERM. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 ~~2032~~. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

2. The recitals hereto are made a part hereof.

3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

**FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012
“T” HANGAR CONSTRUCTED
IN 1991 BUILDING LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “First Amendment”) is made this ____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as “Lessee”); (collectively Lessor and Lessee are referred to herein as the “parties”).

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Six (6) unit “T” hangar constructed in 1991 at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the “Lease Agreement”), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That numbered paragraph 2 of the Lease Agreement is hereby amended as follows:
 2. TERM. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, ~~2042~~ 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.
2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Planning	7/20/20

Item: **Plat Review – Bay State Milling Company Plat**

No. **5. 6**

SUMMARY OF REQUESTED ACTION:

Staff requests Council review the attached plat from Bay State Milling Company. The plat is related to a new warehouse being constructed at 30 Walnut Street. This project went through the City approvals process last year. The plat is required to combine three lots involved in the project so that the building does not cross property lines.

On July 13th, the Planning Commission unanimously recommended approval of this item.

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

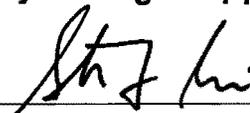
Attachments:

- A) Resolution
- B) 7/13/20 Planning Commission Item and Plat

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, Bay State Milling Company, ("Petitioner" or "Applicant") has submitted an application for Final Plat approval of the proposed Bay State Milling Company Subdivision ("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 July 13, 2020; and

WHEREAS, following its full review and consideration of all information, the Commission found that the Plat for the proposed Bay State Milling Company 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 unanimously recommended that the City Council of the City of Winona ("City Council") approve the Final Plat; and

WHEREAS, the City Council has reviewed the proposed Final Plat 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 approves the Final Plat for Bay State Milling Company 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.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Legal Description of Bay State Milling Company Subdivision

Lots 1 and 2 and the East One-half of Lot 3, Block 1, Original Plat of Winona;

Lots 1, 2, 3, 4, and 5, Block 163, Original Plat of Winona;

Lot 5, Block 162, Original Plat of Winona;

Lot 5, Block 162, Laird's Addition to the Town of Winona;

That part of Market Street, vacated, in the City of Winona, Minnesota, lying between Front Street and the Mississippi River;

That part of Franklin Street, vacated, in the City of Winona, Minnesota, lying between Front Street and the Mississippi River.

AND

The Westerly Half (W¹/₂) of Lot Three (3) and all of Lots Four (4) and Five (5), Block One (1), Original Plat to Winona, excepting the following described property:

Commencing at the Southwest corner of said Lot Five (5); thence Northerly along the West line of said Lot Five (5) and along the East line of Walnut Street, a distance of 90.80 feet to the point of beginning of the parcel herein conveyed; thence at a deflection angle to the right of 90° to the East line of the West one-half of Lot Three (3), Block One (1), Original Plat of the City of Winona; thence at a deflection angle to the left of 90° and along the East line of the West one-half of said Lot Three (3) to the North line of said Lot Three (3), thence Westerly and along the North lines of said Lots Three (3), Four (4) and Five (5) Block One (1), Original Plat of the City of Winona to the West line of said Lot Five (5); thence South along the West line of said Lot Five (5) and along the East line of Walnut Street to the point of beginning, being located upon and forming a part of Government Lot Two (2), in Section Twenty-three (23), Township One hundred seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Also, that part of the Easterly Two (2) feet of that part of Walnut Street, lying between the North line of Front Street and the Mississippi River which is adjacent to that part of said Lot Five (5), Block One (1), described above.

AND

That part of Lots Four (4), Five (5) and the West Half (W¹/₂) of Lot Three (3), Block One (1), Original Plat of the City of Winona, described as follows:

Commencing at the Southwest corner of said Lot 5; thence Northerly along the West line of said Lot 5 and along the East line of Walnut Street a distance of 90.80 feet to the point of beginning of the parcel herein conveyed; thence at a deflection angle to the right of 90° to the East line of the W1/2 of Lot 3, Block 1, Original Plat of the City of Winona; thence at a deflection angle to the left of 90° and along the East line of the W1/2 of said Lot 3 to the North line of said Lot 3; thence Westerly and along the North lines of said Lots 3, 4, and 5, Block 1, Original Plat of the City of Winona to the West line of said Lot 5; thence South along the West line of said Lot 5 and along the East line of Walnut Street to the point of beginning.

B)

PLANNING COMMISSION	
AGENDA ITEM: 3. Final Plat – Bay State Milling Company Subdivision	
PREPARED BY: Carlos Espinosa	
DATE:	July 13, 2020

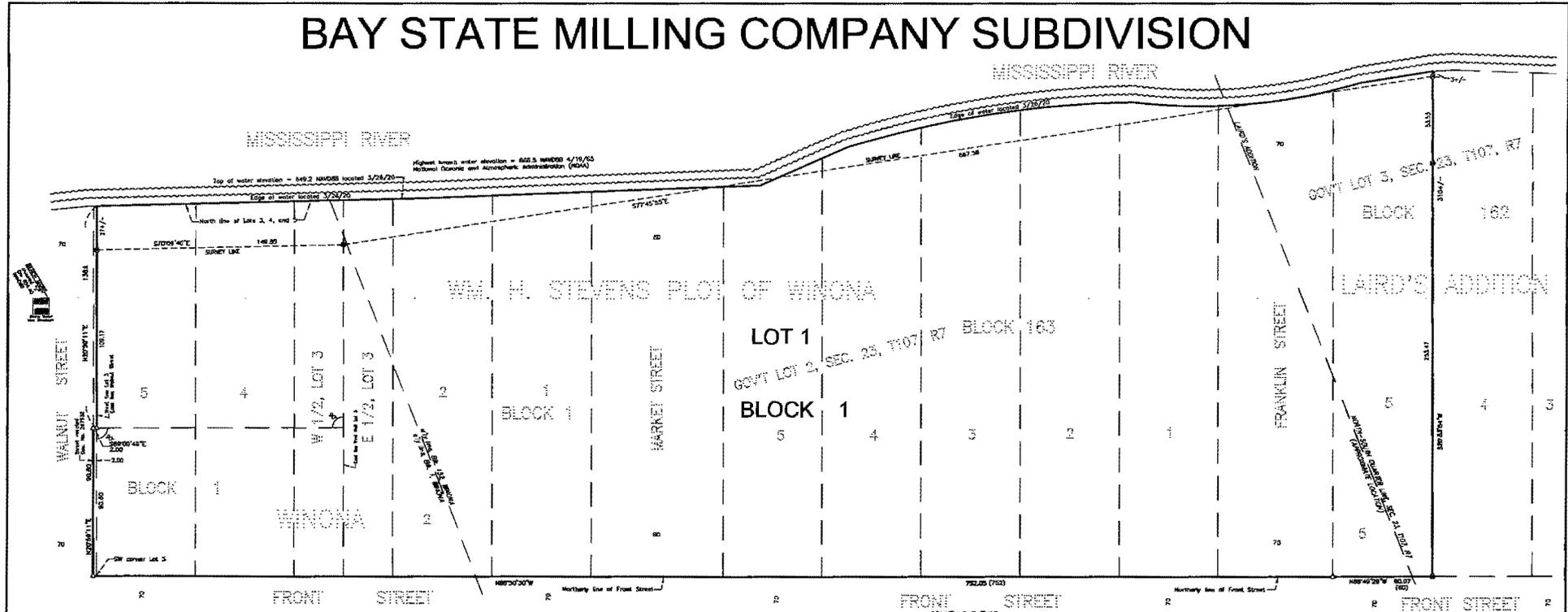
The three parcels shown below are required to be combined as part of the site plan approval for the new Bay State Milling warehouse at 30 Walnut Street. This project went through the City approvals process last year. Given combination of the lots is being done simply to conform with City Code and does not change the project in any way, staff would recommend approval of the attached plat.

-Attachment



OFFICIAL PLAT

BAY STATE MILLING COMPANY SUBDIVISION



KNOW ALL PERSONS BY THESE PRESENTS, that Bay State Milling Company, a Minnesota Corporation, the owner of the following described property located in the City of Winona, County of Winona, State of Minnesota, to wit:

Lots 1, 2, 3, 4, and 5, Block 163, Original Plat of Winona;
 Lot 5, Block 162, Original Plat of Winona;
 Lot 5, Block 162, Laird's Addition to the Town of Winona;
 That part of Market Street, located in the City of Winona, Minnesota, lying between Front Street and the Mississippi River;
 That part of Franklin Street, located in the City of Winona, Minnesota, lying between Front Street and the Mississippi River.

AND
 The Westerly Half (W 1/2) of Lot Three (3) and of of lots Four (4) and Five (5), Block One (1), Original Plat to Winona, excepting the following described property:
 Commencing at the Southwest corner of said Lot Five (5); thence Northerly along the West line of said Lot Five (5) and along the East line of Walnut Street, a distance of 90.80 feet to the point of beginning of the parcel herein conveyed; thence at a deflection angle to the right of 90° to the East line of the West one-half of Lot Three (3), Block One (1), Original Plat of the City of Winona; thence at a deflection angle to the left of 80° and along the East line of the West one-half of said Lot Three (3) to the North line of said Lot Three (3); thence Westerly and along the North line of said Lots Three (3), Four (4) and Five (5) Block One (1), Original Plat of the City of Winona to the West line of said Lot Five (5); thence South along the West line of said Lot Five (5) and along the East line of Walnut Street to the point of beginning, being located upon and forming a part of Government Lot Two (2), in Section Twenty-three (23), Township One hundred seven (107) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Also, that part of the Easterly Two (2) feet of that part of Walnut Street, lying between the North line of Front Street and the Mississippi River which is adjacent to that part of said Lot Five (5), Block One (1), described above.

AND
 That part of Lots Four (4), Five (5) and the West Half (W 1/2) of Lot Three (3), Block One (1), Original Plat of the City of Winona, described as follows:
 Commencing at the Southwest corner of said Lot 5; thence Northerly along the West line of said Lot 5 and along the East line of Walnut Street a distance of 90.80 feet to the point of beginning of the parcel herein conveyed; thence at a deflection angle to the right of 90° to the East line of the W 1/2 of Lot 3, Block 1, Original Plat of the City of Winona; thence at a deflection angle to the left of 80° and along the East line of the W 1/2 of said Lot 3 to the North line of said Lot 3; thence Westerly and along the North line of said Lots 3, 4, and 5, Block 1, Original Plat of the City of Winona to the West line of said Lot 5; thence South along the West line of said Lot 5 and along the East line of Walnut Street to the point of beginning.

Has caused the same to be surveyed and plotted as BAY STATE MILLING COMPANY SUBDIVISION.

In witness whereof said Bay State Milling Corporation, a Minnesota Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 2020.

WILLIAM G. DUGLEY, Vice President of Risk Management
 STATE OF _____ COUNTY OF _____
 This instrument was acknowledged before me on _____ by William G. Dugley
 Notary Public, _____ County, _____
 My Commission Expires _____

I, Brian Woods, 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 after all other boundaries and set-backs, 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 the plat.
 Dated this _____ day of _____, 2020.

Brian Woods, Licensed Land Surveyor
 Minnesota License Number 46559
 STATE OF _____ COUNTY OF _____
 This instrument was acknowledged before me on _____ by Brian Woods, Licensed Land Surveyor, Minnesota License Number 46559.

Notary Public, _____ County, Minnesota
 My Commission Expires: _____
 CITY COUNCIL, CITY OF WINONA, MINNESOTA
 The Plat of BAY STATE MILLING COMPANY SUBDIVISION was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held this _____ day of _____, 2020, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.
 By _____ City Clerk

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

Brian Woods, Winona County Surveyor
 Minnesota License No. 43559
 COUNTY AUDITOR/TREASURER, WINONA COUNTY, MINNESOTA
 Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land heretofore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2020.

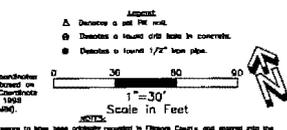
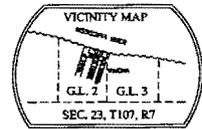
Sandra J. Suckla, Winona County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WINONA, STATE OF MINNESOTA
 I hereby certify that this plat of BAY STATE MILLING COMPANY SUBDIVISION was filed in the office of the County Recorder for public record on this _____ day of _____, 2020, at _____ o'clock _____ M. and was duly filed as Document No. _____

Robert J. Bombardieri, Winona County Recorder
 Deputy
 COUNTY REGISTRAR OF TITLES, COUNTY OF WINONA, STATE OF MINNESOTA

I hereby certify that this plat of BAY STATE MILLING COMPANY SUBDIVISION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 2020, at _____ o'clock _____ M. and was duly filed as Document No. _____

Robert J. Bombardieri, Winona County Registrar of Titles
 Deputy



The bearings and coordinates shown herein are based on the Minnesota State Plane Coordinate System, NAD 83, 1983 adjustment. Details:
 A. Section 1 and 2 of the plat.
 B. Section 1 and 2 of the plat in context.
 C. Section 1 and 2 of the plat in context.
 D. Section 1 and 2 of the plat in context.

JOHNSON & SCOFIELD INC.
 SURVEYING AND ENGINEERING
 4240 West 5th Street, Winona, MN 55957
 (507) 564-1314 FAX (507) 564-2584
 jsc@jandson.com

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Planning	7/20/20

Item: **Plat Review – Port Authority First Subdivision**

No. **5.7**

SUMMARY OF REQUESTED ACTION:

Staff requests Council review the attached plat related to a portion of Outlot D from the Port Authority Riverview Park Subdivision. The platted portion of Outlot D is proposed to be sold to Fastenal. The property lies northerly of the Fastenal office building site (see Attachment B). In the future, this parcel may be used for landscaping, additional parking, and/or snow storage. However, at this time, there is no proposed change of use and City Code requires a final plat for the lot split.

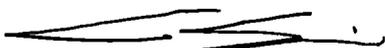
On July 13th, the Planning Commission unanimously recommended approval of this item.

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

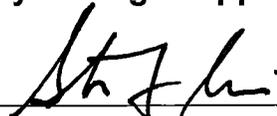
Attachments:

- A) Resolution
- B) 7/13/20 Planning Commission Item and Plat

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, The Port Authority of Winona, ("Petitioner" or "Applicant") has submitted an application for Final Plat approval of the proposed Port Authority First Subdivision ("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 July 13, 2020; and

WHEREAS, following its full review and consideration of all information, the Commission found that the Plat for the proposed Port Authority First 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 unanimously recommended that the City Council of the City of Winona ("City Council") approve the Final Plat; and

WHEREAS, the City Council has reviewed the proposed Final Plat 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 approves the Final Plat for Port Authority First 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.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Legal Description of Port Authority First Subdivision

That part of Outlot D, Port Authority Riverview Park, according to the recorded plat thereof, Winona County, Minnesota, described as follows:

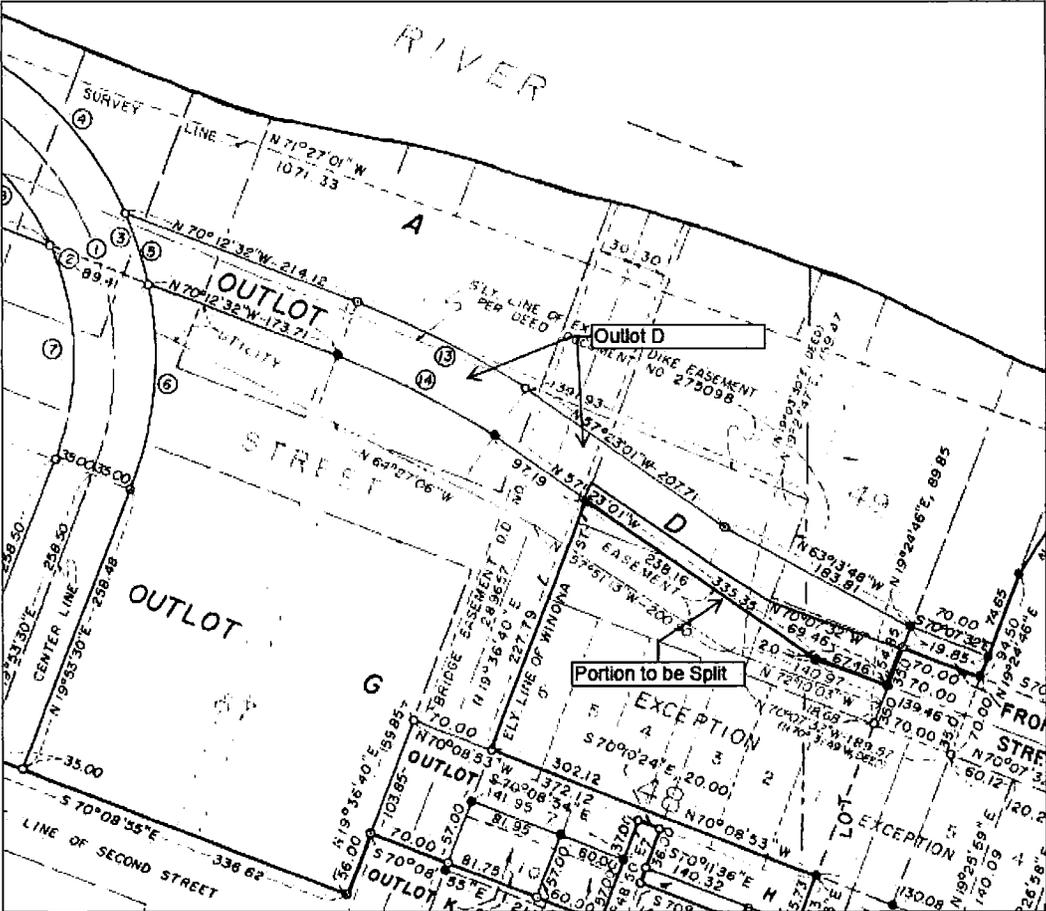
Beginning at the most southerly corner of said Outlot D; thence on an assumed bearing of North 70 degrees 06 minutes 56 seconds West, along the southwesterly line of said Outlot D, 69.30 feet to a boundary corner on said southwesterly line; thence North 57 degrees 21 minutes 31 seconds West, along said southwesterly line of Outlot D, 238.16 feet to boundary corner B3617, Minnesota Department of Transportation Right of Way Plat No. 85-35, according to the recorded plat thereof, said Winona County; thence North 19 degrees 40 minutes 21 seconds East, 16.88 feet; thence South 57 degrees 13 minutes 53 seconds East, 141.09 feet; thence southeasterly 149.92 feet along the arc of a tangential curve, concave northeasterly, having a radius of 687.05 feet and a central angle of 12 degrees 30 minutes 09 seconds; thence South 69 degrees 44 minutes 02 seconds East, tangent to said curve, 15.41 feet to the southeasterly line of said Outlot D; thence South 19 degrees 41 minutes 11 seconds West, along said southeasterly line, 20.62 feet to the point of beginning.

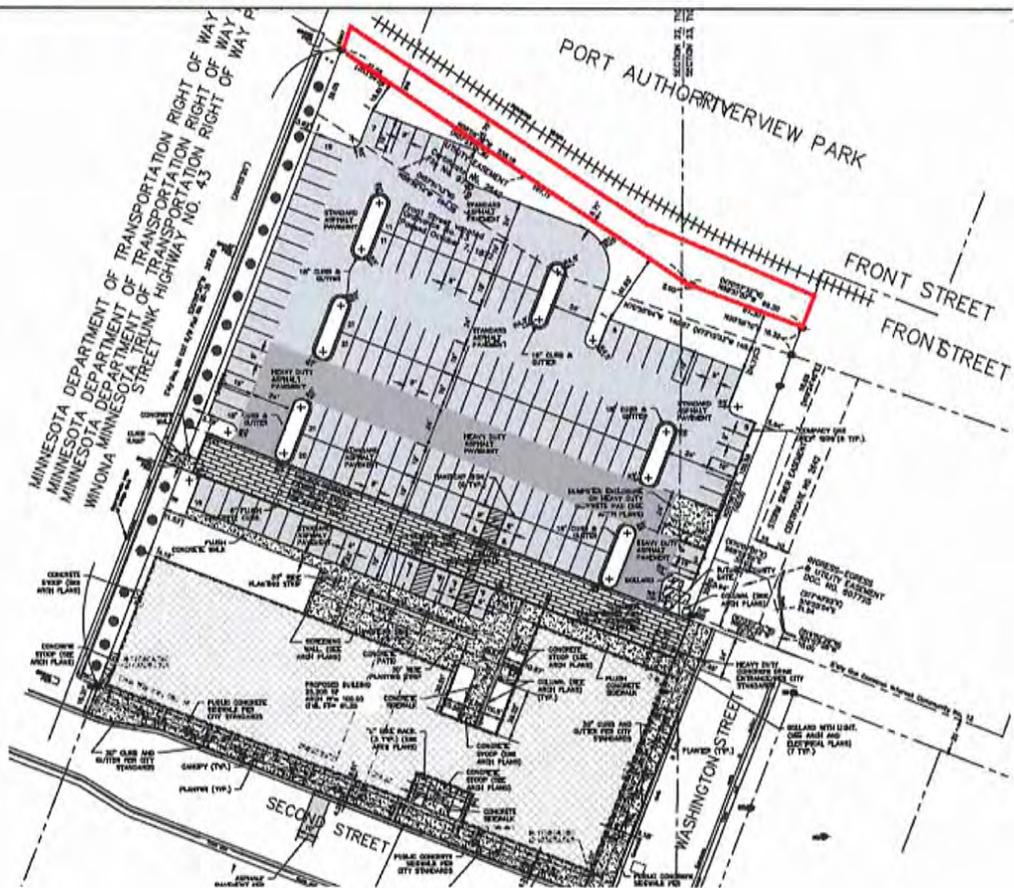
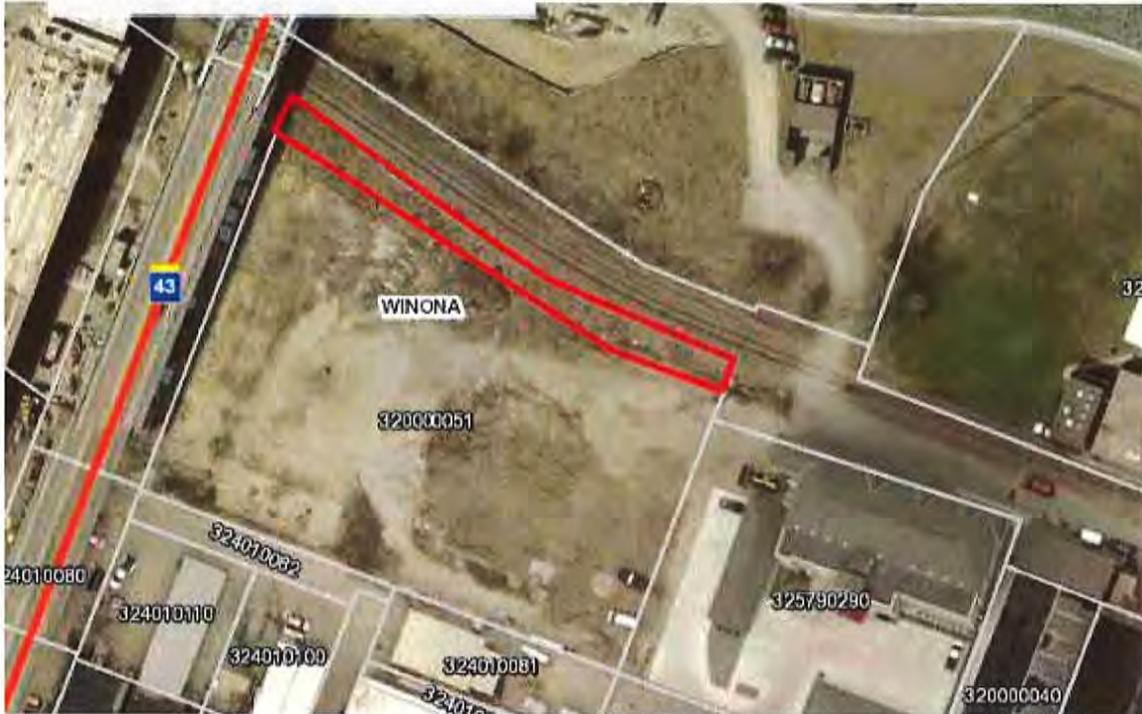
PLANNING COMMISSION	
AGENDA ITEM: 4. Final Plat Review– Port Authority Riverview Park Outlot D	
PREPARED BY: Carlos Espinosa	
DATE:	July 13, 2020

A portion of Outlot D from the Port Authority Riverview Park Subdivision is proposed to be split from the larger parcel and sold to Fastenal Inc (see below). The property lies northerly of the Fastenal office building site (see next page). In the future, this parcel may be used for landscaping, additional parking, and/or snow storage. However, at this time, there is no proposed change of use and City Code requires a final plat for the lot split. Given this, staff would recommend approval of a final plat for the land described in the attachment.

-Attachment

Port Authority Riverview Park Subdivision





PORT AUTHORITY FIRST SUBDIVISION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, owners and proprietors of the following described property situated in the County of Winona, State of Minnesota, to-wit:

That part of Outlot D, Port Authority Riverside Park, according to the recorded plat thereof, Winona County, Minnesota, described as follows:

Beginning at the most southerly corner of said Outlot D; thence on an unadjusted bearing of North 70 degrees 08 minutes 36 seconds West, along the southerly line of said Outlot D, 69.20 feet to a boundary corner on said southerly line, thence North 37 degrees 21 minutes 31 seconds West, along said southerly line of Outlot D, 239.18 feet to boundary corner 03577; Minnesota Department of Transportation Right of Way Plat No. 85-33, according to the recorded plat thereof, said Winona County; thence North 19 degrees 46 minutes 21 seconds East, 18.88 feet; thence South 27 degrees 13 minutes 33 seconds East, 141.08 feet; thence southerly 149.92 feet along the arc of a horizontal curve, concave northwesterly, having a radius of 897.03 feet and a central angle of 12 degrees 30 minutes 09 seconds; thence South 88 degrees 44 minutes 02 seconds East, tangent to said curve, 13.41 feet to the southerly line of said Outlot D; thence South 19 degrees 41 minutes 11 seconds West, along said southerly line, 22.02 feet to the point of beginning.

Now caused, the same to be surveyed and plotted as PORT AUTHORITY FIRST SUBDIVISION.

In witness whereof said Port Authority of Winona has caused these presents to be signed by its proper officers this ____ day of _____, 20__.

Signed: Port Authority of Winona

Michael Ochonowski, President

Stephen T. Sawl, Executive Secretary

STATE OF MINNESOTA

COUNTY OF WINONA

This instrument was acknowledged before me on _____, 20__ by _____, Michael Ochonowski, President of the Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, on behalf of said body politic and corporate.

Honorary signature:

Print notary's name: _____
Notary Public, _____ County, Minnesota
My Commission expires: _____

STATE OF MINNESOTA

COUNTY OF WINONA

This instrument was acknowledged before me on _____, 20__ by Stephen T. Sawl, Executive Secretary of the Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, on behalf of said body politic and corporate.

Honorary signature:

Print notary's name: _____
Notary Public, _____ County, Minnesota
My Commission expires: _____

SURVEYOR

I, Tony A. Blumenthal 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 correctly set; that all meter boundaries are set true, 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 that all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Tony A. Blumenthal, Licensed Land Surveyor
Minnesota License Number 10866

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____, Tony A. Blumenthal.

Honorary signature:

Print notary's name: _____
Notary Public, _____ County, Minnesota
My Commission expires: _____

CITY COUNCIL

City Council, City of Winona, Minnesota

This plat of PORT AUTHORITY FIRST SUBDIVISION was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held this ____ day of _____, 20__, and said plat is in accordance with the provisions of Minnesota Statutes, Section 362.04, Subd. 2.

City Council, City of Winona, Minnesota

By _____
City Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

Brian K. Wadala, Winona County Surveyor
Minnesota License No. 46359

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ 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 _____, 20__.

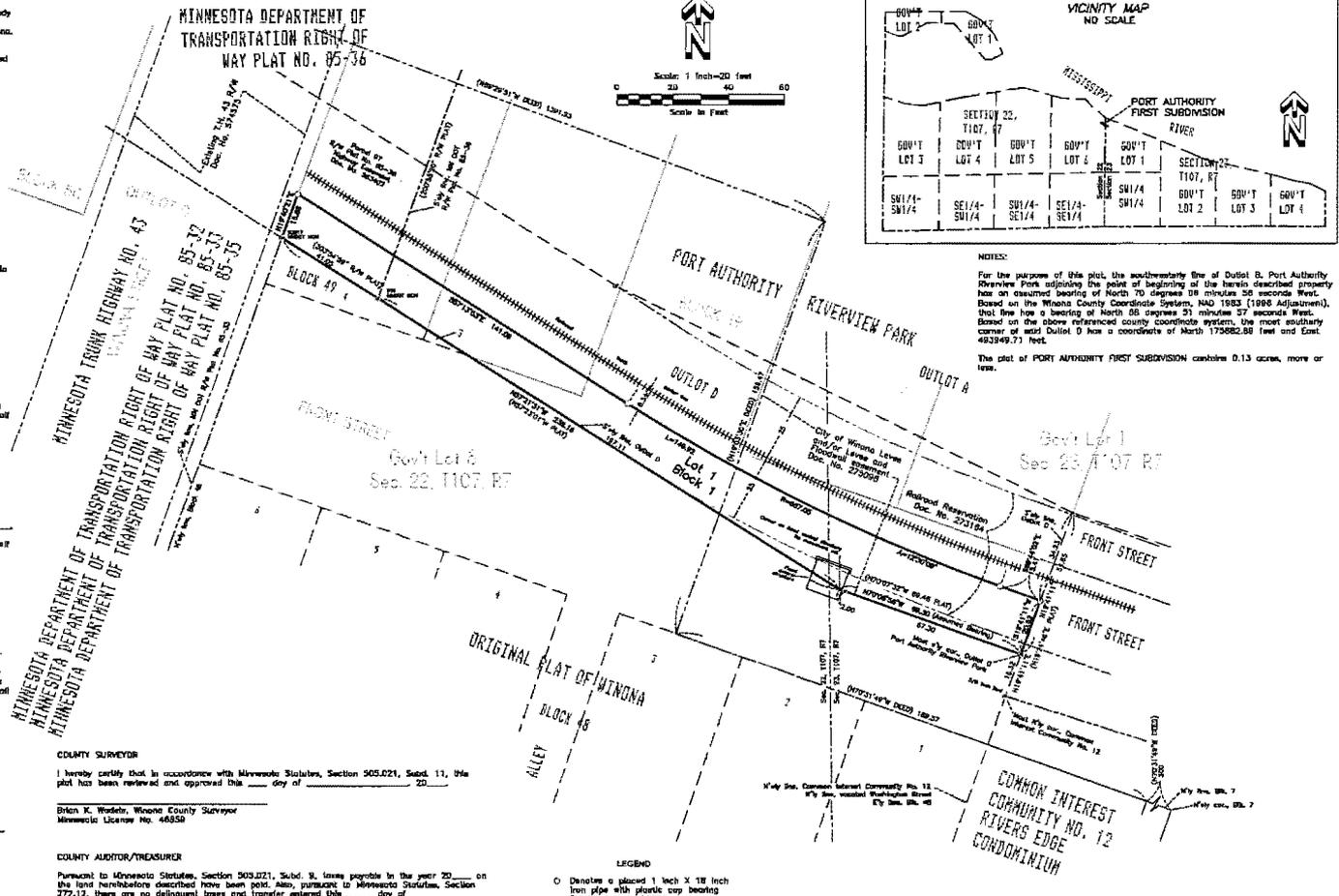
Sandra J. Suchta, Winona County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WINONA, STATE OF MINNESOTA

I hereby certify that this plat of PORT AUTHORITY FIRST SUBDIVISION was filed in the Office of the County Recorder for public record on the ____ day of _____, 20__, at ____ o'clock ____ M., and was duly filed as Document No. _____.

Robert J. Blumenthal, Winona County Recorder

By _____ Deputy



JOHNSON & SCOTFIELD INC.
SURVEYING AND ENGINEERING
4240 West 6th Street, Winona, MN 55987
(507)454-4134, FAX:(507)454-2544
bjr@jsw.com

15\PLAT\PORT AUTHORITY FIRST SUBDIVISION\PORT AUTHORITY FIRST SUBDIVISION 20-620.DWG

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
No: 5	City Manager	07/20/20
<i>Item:</i> Police - School Liaison Officer Agreement Termination		
No. 5.8		

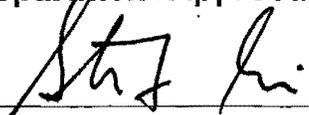
SUMMARY OF REQUESTED ACTION:

On June 18, 2020 the Winona Area Public School Board voted to terminate the Police – School Liaison Officer Agreement for the upcoming 2020-2021 school year.

The agreement specified a 90 day notice of termination which would make the actual date of termination September 17, 2020. This is after the actual school year has begun in 2020.

A letter from the Winona Area Public Schools Superintendent is attached to this item.

If council concurs it would be requested that the effective termination date would begin upon approval and the 90 day notice be waived.

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



Dr. Annette Freiheit
Superintendent
Winona Area Public Schools
903 Gilmore Avenue
Winona Minnesota, 55987

Police-School Liaison Officer Agreement Termination

June 19, 2020

Paul Bostrack
Chief of Police
Winona Police Department
201 West 3rd Street
Winona, MN 55987

Dear Chief Bostrack,

This letter is to inform you that we will no longer require the services of the Winona Police Department Police-School Liaison Officer, as of June 19, 2020. The Winona Area Public School Board approved a motion to terminate the Police-School Liaison Officer agreement at the June 18th school board meeting. Under Section 5 of the Police-School Liaison Officer Agreement, "*a written notice of termination not less than (90) days prior to the date of termination*" shall be provided. With this formal request, we are giving our termination notice in compliance of 90 days, which makes the agreement's termination date of September 17, 2020. All payments due under the Agreement between Winona Area Public Schools, and the Winona Area Police Department will be prorated per Agreement conditions.

We would like to continue to work together with other emergency departments in the city and county to ensure the continued comprehensive safety and security of our facilities for our students and community. Winona Area Public Schools greatly appreciates the business relationship we have had throughout this agreement.

Please indicate your acknowledgement and receipt of this notice by signing and returning a copy of this notice to the Winona Area Public Schools.

Regards,

[Acknowledged and Received]



Dr. Annette Freiheit, Superintendent

Paul Bostrack, Winona Chief of Police

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Mayor/City Manager	07/20/20

Item: **Affirmation of the Mayor's Proclamation Requiring Face Coverings in Indoor Areas Accessible to the Public Issued July 7, 2020**

No. **5.9**

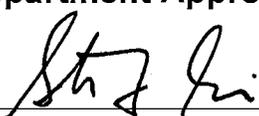
SUMMARY OF REQUESTED ACTION:

Mayor Peterson issued a Proclamation Requiring Face Coverings in Indoor Areas on July 7, 2020. The Mayor has the authority to unilaterally issue such a Proclamation under State Law and City Charter. The Proclamation is valid for 30 days from the date of enactment and is subject to City Council review. A copy of the signed Proclamation is attached.

This action was taken by the mayor for several reasons but primarily to stop the spread of the COVID-19 virus in the community in order to prevent the shut-down of local businesses and other actions which would be required if infection rates in the community continue to grow. Winona County's infection rates have begun to rise almost in lockstep with the growth of rates in La Crosse. Winona's Proclamation was in concert with the City of Rochester and Mankato. A regional approach to the pandemic serves the public best and other communities in the area are asked to join in as well.

Mayor Peterson is requesting that the City Council affirm the Proclamation and extend the provision through September 8. This will allow the provisions of the Proclamation to remain in effect through the Labor Day weekend and for the Council to hold another vote on September 7 to either continue the Proclamation or to allow it to expire.

If Council is in agreement, a motion to extend the July 7, 2020 Proclamation to September 8, 2020 would be in order.

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

Mayor's Proclamation Requiring Face Coverings in Indoor Areas Accessible to the Public
(Pursuant to Winona City Code § 23.06 and Minn. Stat. § 12.29)

WHEREAS, Novel Coronavirus Disease 2019, commonly known as "COVID-19," which is a respiratory disease that can result in serious injury or death, is spreading globally and has been identified by the World Health Organization ("WHO") as a pandemic; and

WHEREAS, on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize any and all necessary resources to be used in support of the COVID-19 response; and

WHEREAS, on March 16, 2020, Mayor Mark Peterson and the City Council declared a local emergency regarding COVID-19 that continues in effect until its rescission by the City Council; and

WHEREAS, Governor Walz signed Executive Order 20-56 to rescind the Stay at Home order put in place by Executive Order 20-48, and included in the order that all Minnesotans are strongly encouraged, "to wear a manufactured or homemade cloth face covering when they leave their homes and travel to any public setting where social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies) and to follow face covering guidelines issued by the Minnesota Department of Health ("MDH") and the Center for Disease Control ("CDC") until this Executive Order is rescinded. Such face masks and coverings are for source control to help limit the person wearing the covering from infecting others; and

WHEREAS, on June 28, 2020, the CDC issued the following guidance on face coverings:

1. CDC recommends that people wear cloth face coverings in public settings and when around people who don't live in your household, especially when other social distancing measures are difficult to maintain;
2. Cloth face coverings may help prevent people who have COVID-19 from spreading the virus to others;
3. Cloth face coverings are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings;
4. Cloth face coverings should NOT be worn by children under the age of 2 or anyone who has trouble breathing, is unconscious, incapacitated, or otherwise unable to remove the mask without assistance; and

WHEREAS, Winona County Public Health Services follows CDC recommendations and supports the wearing of face coverings in public settings; and

WHEREAS, Winona Health supports the wearing of facemasks in public settings. The proper use of facemasks helps to reduce the spread of COVID-19 to vulnerable adults; and

WHEREAS, many individuals infected with COVID-19 show no symptoms, yet risk transferring the disease to others. Wearing a face covering greatly reduces the risk of COVID-19 being spread through the community; and

WHEREAS, a primary purpose of the above-mentioned State Executive Orders requiring limitation on business operations is to prevent hospitals and supplies from being overrun. The purpose of this declaration is to protect health and safety, and minimize the potential that local businesses and employers may need to reclose due to an increase in state or local COVID-19 cases; and

WHEREAS, many businesses have already required masks within their premises; and

WHEREAS, pursuant to Minnesota Statutes, Section 12.29, subd. 2, necessary aspects of the City of Winona's disaster plan were invoked by the Mayor's declaration of local emergency; and

WHEREAS, Section 23.06 of the Winona City Code permits the Mayor to promulgate necessary emergency regulations by proclamation respecting "the conduct of persons . . . during an emergency," "emergency health . . . regulations," and "all other matters which are required to protect public safety, health and welfare in emergencies or disasters."

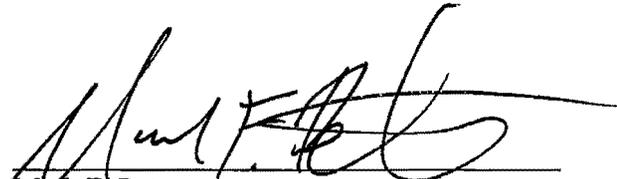
NOW, THEREFORE, BE IT RESOLVED, I, Mark Peterson, Mayor of the City of Winona, hereby declare:

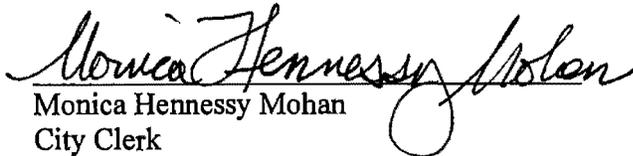
1. All individuals shall wear a face covering in indoor areas accessible to the public and while riding in any public bus or for hire transportation, unless exempted as follows:
 - a. Individuals within facilities operated by the County, State or Federal Government;
 - b. Individuals within personal care services/salons that already have State face covering requirements;
 - c. Individuals within medical facilities that already have face covering requirements;
 - d. Children two years of age or younger;
 - e. Individuals actively eating or drinking;
 - f. Individuals temporarily removing the face covering for identification purposes;
 - g. Individuals unable to wear a face covering due to medical, disability, or developmental reasons;

- h. Individuals speaking to an audience, whether in person or through broadcast, as long as the speaker remains six feet or more away from other individuals;
 - i. Individuals speaking to someone who is deaf or hard of hearing and requires the mouth to be visible to communicate;
 - j. Participants in youth sports who are subject to all requirements under State Orders.
2. Restaurants and Bars must include in their COVID-19 Preparedness Plan that all customers wear a face covering when not seated at their table.
3. Retail Businesses must include in their COVID-19 Preparedness Plan that all employees wear a face covering when the individual is within any area open to the public or within six feet of another person. Customers are required to wear a face covering before entering the retail business and must wear the face covering until exiting the retail business.
4. Public and for hire Transportation users are required to wear a face covering before boarding and entering a bus or for hire vehicle and wear the face covering until the user exits the vehicle.
5. Gyms, Fitness Centers, and Sports Facilities participants, staff, and spectators are required to wear a face covering at all times when the individual is within six feet of another person. For purposes of this declaration, gymnastics facilities, hockey/skating arenas and climbing walls are considered Sports Facilities.
6. Entertainment Venue users are required to wear a face covering when the user is within six feet of another person. When the user is seated and not within six feet of a person they can remove the face covering, but must wear the face covering when walking to or from their seat and while standing in or walking through public areas such as lobbies and restrooms.
7. Enforcement: Violation of this emergency proclamation is not a criminal offense. However:
 - a. Any individual who fails to comply with this proclamation will be asked to leave by an authorized representative of the business or organization. If the individual continues to refuse to leave, law enforcement may enforce trespassing laws or any other law the individual may violate. Businesses and organizations may rely on an individual's statements if they claim to be exempt from the proclamation due to medical, disability, or developmental reasons;
 - b. Any business violating this proclamation shall be subject to administrative action for any licenses they possess with the City.

8. For purposes of this proclamation, "face covering" shall mean a manufactured or homemade cloth covering that fully covers an individual's nose and mouth. The terms "mask" and "face covering" are synonymous.
9. Businesses and organizations are encouraged to provide face coverings for customers at no or nominal cost.
10. Restaurants and bars are encouraged to take advantage of outdoor seating.
11. Effective Date. This emergency proclamation shall take effect at 12:01 a.m., Friday, July 10, 2020. This proclamation shall continue in effect for the effective date until the earlier of the following:
 - a. The enactment of a statewide order by Governor Walz requiring face coverings in indoor areas accessible to the public;
 - b. The City of Winona Emergency Management Director, in consultation with Winona Health, and Winona County Public Health Services recommends this proclamation is no longer necessary;
 - c. The State's Peacetime Emergency Declaration ends;
 - d. The Winona City Council resolves to rescind this declaration;
 - e. 30 days after the effective date of this declaration.

Dated this 7th day of July, 2020.


Mark F. Peterson
Mayor


Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Parks and Recreation	07/20/20
<i>Item:</i> Bluff Traverse Natural Resources Management Plan		
<i>No.</i> 5. 10		

SUMMARY OF REQUESTED ACTION:

The Parks and Recreation Department, in consultation with Barr Engineering, has been working on the Bluff Traverse Conservation and Recreation Area Natural Resources Management Plan since March of 2019. The intent of the Plan was primarily two-fold. The City is responsible for the stewardship of the City owned parcels of Bluff land from Sugarloaf to St. Mary's. A Plan for the management of this vast area was needed. Further, while applying for Legacy Funding, a Natural Resources Management Plan assists in the application process and review by the Great Minnesota Recreation and Parks Commission (GMRPTC). In short, it provides the grantors assurance a plan is in place should funding be allocated to this natural resource.

The final draft of the plan was presented to the City Council on February 3, 2020. At that time, Barr Engineering presented a summary of the plan to City Council, highlighting key areas and components of the plan. Following the presentation, the City opened up a public comment period, which was extended due to COVID-19. The City and Barr Engineering reviewed the public comments and determined that no changes were necessary to the final Plan presented to City Council for adoption. The public comments, however, will be maintained and on file with Winona Parks Recreation Department.

Parks and Recreation Staff will present the final plan and give an executive summary of the plan to City Council at the July 20, 2020 meeting.

The Bluffs Traverse Conservation and Recreation Area Natural Resources Management Plan is attached for your review.

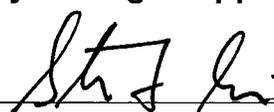
Staff recommends adopting the Bluffs Traverse Conservation and Recreation Area Natural Resources Management Plan.

If Council concurs, a motion to approve the attached resolution to adopt the Bluffs Traverse Conservation and Recreation Area Natural Resources Management Plan would be in order.

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, the City of Winona authorized the Bluff Traverse Conservation and Recreation Area Natural Resources Management Plan to be undertaken in 2019; and

WHEREAS, the Plan will assist in the management of City owned Bluff land; and

WHEREAS, the Plan is a critical component to the City's Legacy grant application for the Bluffs Traverse Project; and

WHEREAS, the Bluff Traverse Conservation and Recreation Area Natural Resources Management Plan final draft has been received and reviewed by the City Council.

NOW THEREFORE LET IT BE RESOLVED, the Council of the City of Winona does hereby accept and adopt the Bluff Traverse Conservation and Recreation Area Natural Resources Management Plan.

Dated this _____ day of _____, 2020.

Mark Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk



**Bluffs Traverse Conservation and Recreation Area
Natural Resources Management Plan**

Winona, Minnesota - July 20th, 2020

Bluffs Traverse Conservation and Recreation Area Natural Resources Management Plan

Developed by

Barr Engineering Co. Staff

Fred Rozumaski, Landscape Architect
Brendan Dougherty, Landscape Architect
Rachel C. Mitcavish, GIS Specialist

City of Winona

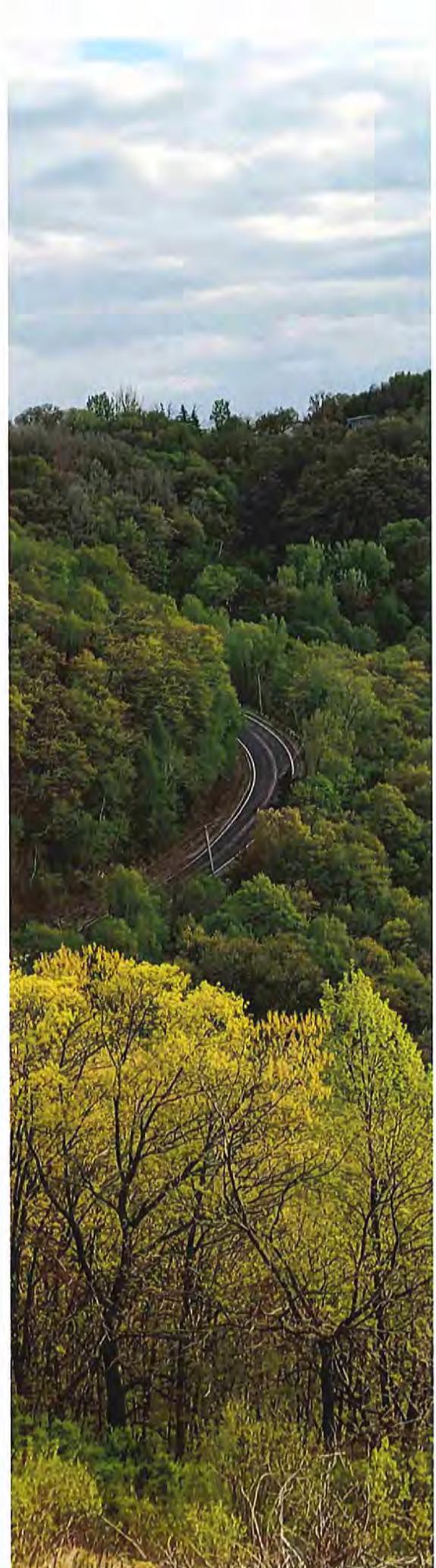
Chad Ubl, Assistant City Manager / Community Services Director
Alicia Lano, Outdoor Recreation Coordinator



Park & Recreation Department
207 Lafayette Street
Winona, MN 8234
507.457.8234

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1

Introduction

Bluffs Traverse is an exceptional natural feature within the City of Winona. These natural areas provide multiple benefits for the citizens of Winona and the region; from places for quiet reflection, wildlife viewing, recreation and places to separate and regenerate.

Bluffs Traverse's natural features are currently under threat from a variety of sources, and it is our responsibility to manage these threats to preserve this exceptional resource for ourselves and future generations. These threats and the opportunities we have to counter them are discussed in section 3.

This document provides a strategy for managing, protecting and restoring the native plant communities of Bluffs Traverse. This area is seen as a valuable recreational area, and as amenities such as mountain bike trails are developed, natural resources can be protected and enhanced. People and nature can coexist to be mutually beneficial.



1.1 Natural Resource Vision

To preserve the unique character and ecological quality of this great natural resource while making it sustainably accessible for people to enjoy.

1.2 Site Location

The Bluffs Traverse Conservation and Recreation Area is located around the north-facing bluffs overlooking Lake Winona. The Bluffs Traverse Conservation

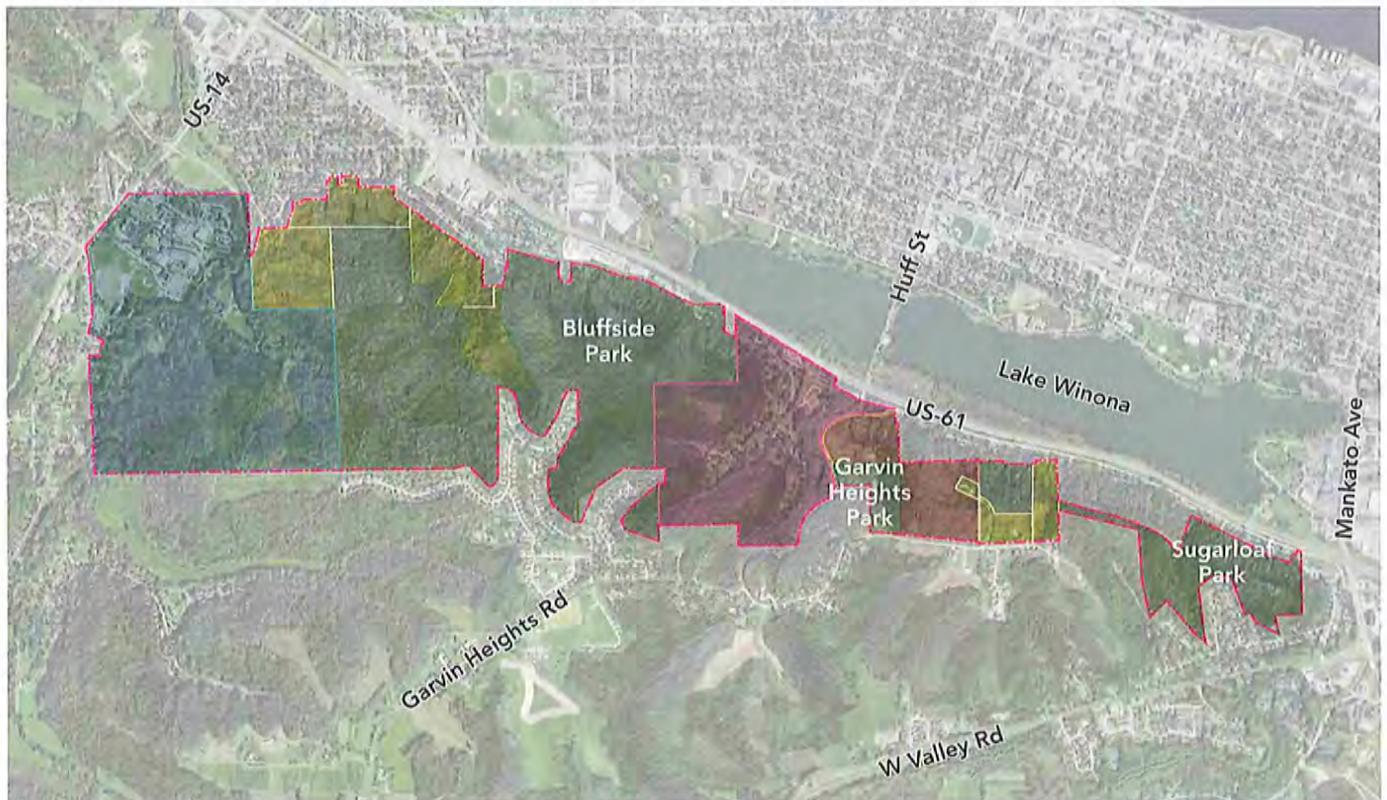
and Recreation Area (Bluffs Traverse) is a collective of three public parks, University property and private property. Bluffside Park, Garvin Heights Park, and Sugarloaf Park in addition to the surrounding bluff land natural areas combine to create this cherished regionally significant asset. The map below shows the 1,250 acre Bluffs Traverse study boundary (figure 1.1).

rankings to the Bluffs Traverse area based on the condition of the native plant communities and presence of rare species populations.

Bluffs Traverse includes areas currently recognized by the Minnesota Department of Natural Resources (MNDNR) as having high to moderate biodiversity significance rankings. Ecologists assigned significance



Figure 1.1 - Bluffs Traverse Study Area



Bluffs Traverse Conservation & Recreation Area	St. Mary's University Property	
City of Winona Park Property	Winona State University Property	
Private Property	Woodlawn Cemetery Property	

1.3 Historic Vegetation

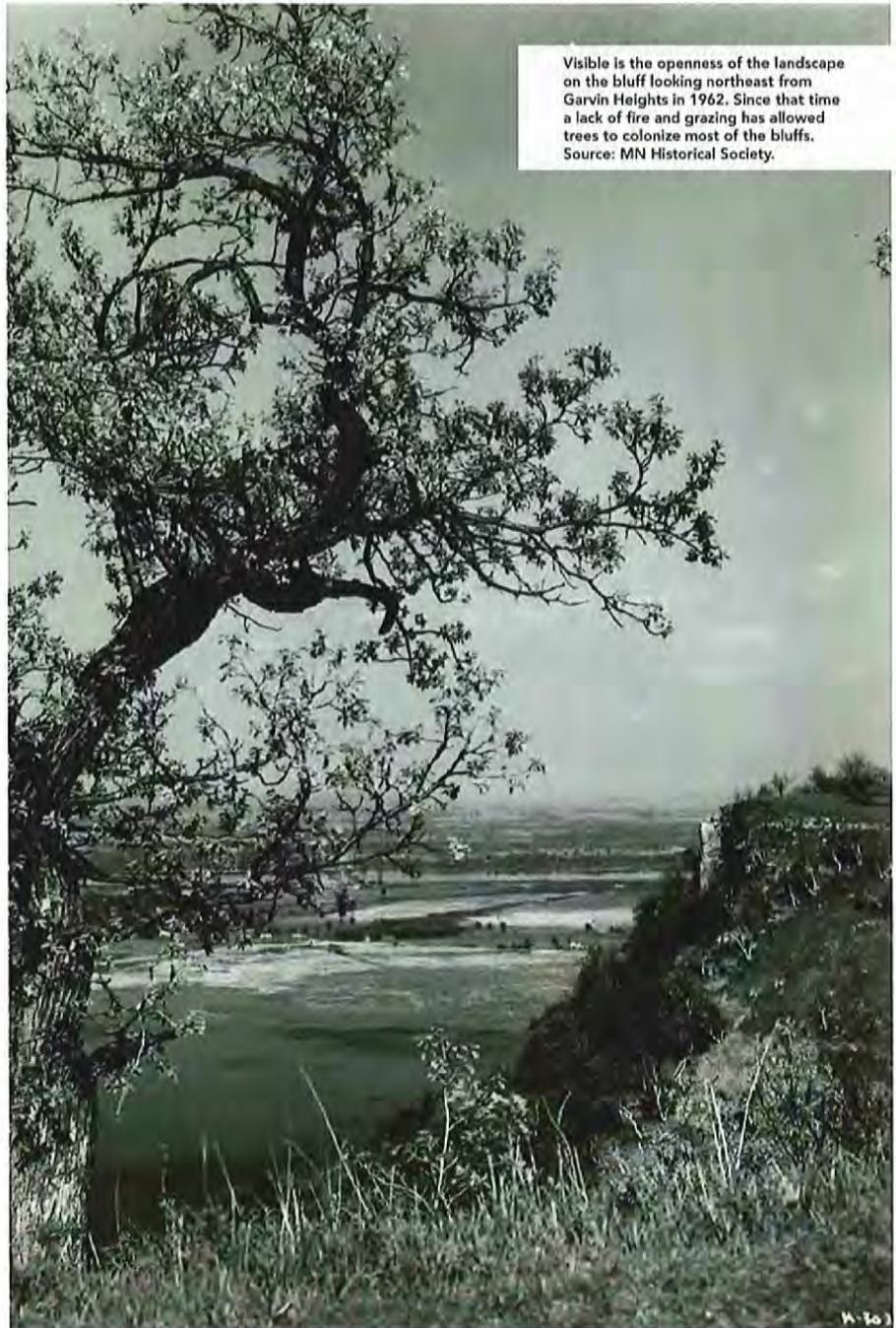
The incredible natural resources flanking the Mississippi River made Winona an ideal place to settle. Prior to settlement and the extensive harvesting of natural resources, explorer Zebulon Pike recorded his experience while standing on a bluff near what is now Downtown Winona:

"On the right we saw the mountains which we had passed in the morning, and the prairie in the rear, and, like distant clouds, the mountains at the Prairie de la Crosse on our left, and under our feet, the valley between two barren hills, through which the Mississippi winds numerous channels, formed many beautiful islands, as far as the eye could embrace the scene. Our four boats under full sail, their flags streaming before the wind, formed altogether a prospect so variegated and romantic as may scarcely expect to enjoy more than twice or thrice in the course of his life." (Exploratory Travels Through the Western Territories of North America, Zebulon M. Pike, 1811)

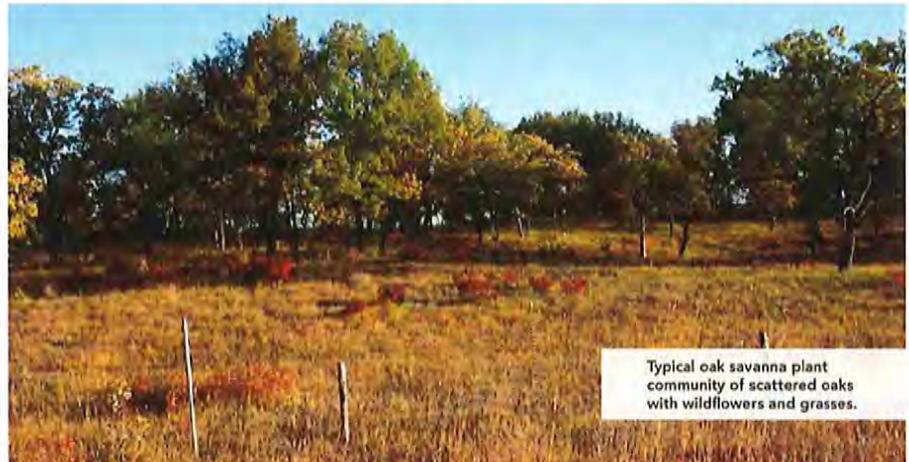
From 1846 - 1848 surveyors recorded vegetation characteristics in their notes. Figure 1.3 shows a generalized interpretation of the original vegetation surveyors notes (as published by James Marshner in 1974). The survey shows that Bluffs Traverse was covered in what settlers described as "Big Woods" (a forest of primarily sugar maple, red oak, and basswood) and "Oak Openings and Barrens" (also called oak savanna - see photo below). The boundaries of the forest, prairie and savanna areas were in large part controlled by the frequency of fire (Natural Vegetation of Minnesota, 1988 MNDNR).

The Big Woods was dominated by sugar maple, basswood, American elm, and red oak trees. The understory was comprised of a beautiful diversity of spring wildflowers, ferns, and sedges. Big Woods trees are highly sensitive to fire and existed where fire was limited by streams and steep slopes. Wildfire does not readily move down damp slopes. Incredibly, many of these trees can still be found on site today.

Oak Openings and Barrens are described as scattered groves of oaks of scrubby form with some shrub thickets, and surrounded by open areas of grasses and wildflowers. This community thrived on the sandy loam soils of the bluffslands. Oak savannas and prairies were perpetuated by Native Americans who deliberately set fires to provide productive hunting and

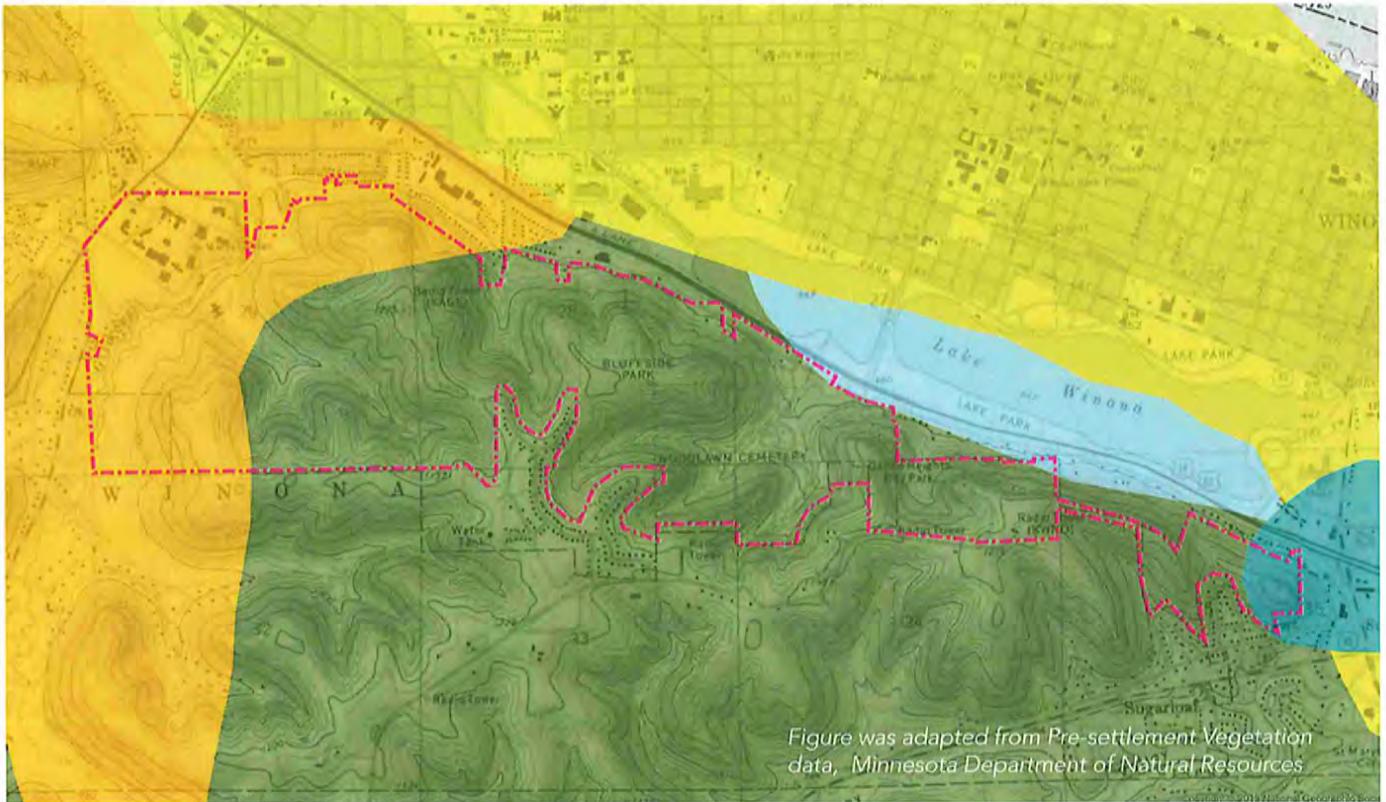


Visible is the openness of the landscape on the bluff looking northeast from Garvin Heights in 1962. Since that time a lack of fire and grazing has allowed trees to colonize most of the bluffs. Source: MN Historical Society.



Typical oak savanna plant community of scattered oaks with wildflowers and grasses.

Figure 1.2 - Historical Plant Communities



 Bluffs Traverse Conservation & Recreation Area

Plant Community Types

-  Open Water (Lake)
-  Prairie
-  Wet Prairie

-  Oak Openings and Barrens (Oak Savanna)
-  Big Woods (Oak, Maple, Basswood, Hickory)



0 500 1,500 3,000
Feet



Photograph of Bluffs Traverse and Sugar Loaf in 1880.
Source: MN Historical Society.

1.4 Changes Brought About by People

The first steamboat passed by Winona in 1823 (then called Wapasha Prairie). By 1890 the population of Winona had ballooned to 20,000 people. The early settlers cleared trees and tilled prairies to plant crops, build farmsteads, and graze cattle. By the 1930s native plant communities were limited to steep and rugged areas that were difficult to farm. Many areas inaccessible to the plow were instead logged, quarried, and/or grazed. Large specimen trees emblematic of the Big Woods and oak savannas were all but eliminated from the Downtown Winona area. Human disturbance has diminished native plant diversity and even eliminated some species from the area altogether.

In addition to physically altering the land, settlers changed the landscape by eliminating fire and grazing from prairie areas. Historically, fire and the grazing by bison and elk kept woody plant growth down and prevented natural succession to forest. By the time the aerial photo in 1940 was taken most of the land had been altered (Figure 1.3).

Located on the south end of Bluffs Traverse, the distinctive pinnacle of Sugar Loaf is a result of limestone quarrying in the 1880s. The steep, squared-off, peak seen today was originally a rounded half-dome bluff. Also visible here on the slopes above the road is the historic impacts from logging, quarrying, and cattle grazing. The soils were heavily altered; today this area is a forest of low ecological quality.
Source: MN Historical Society.



References:

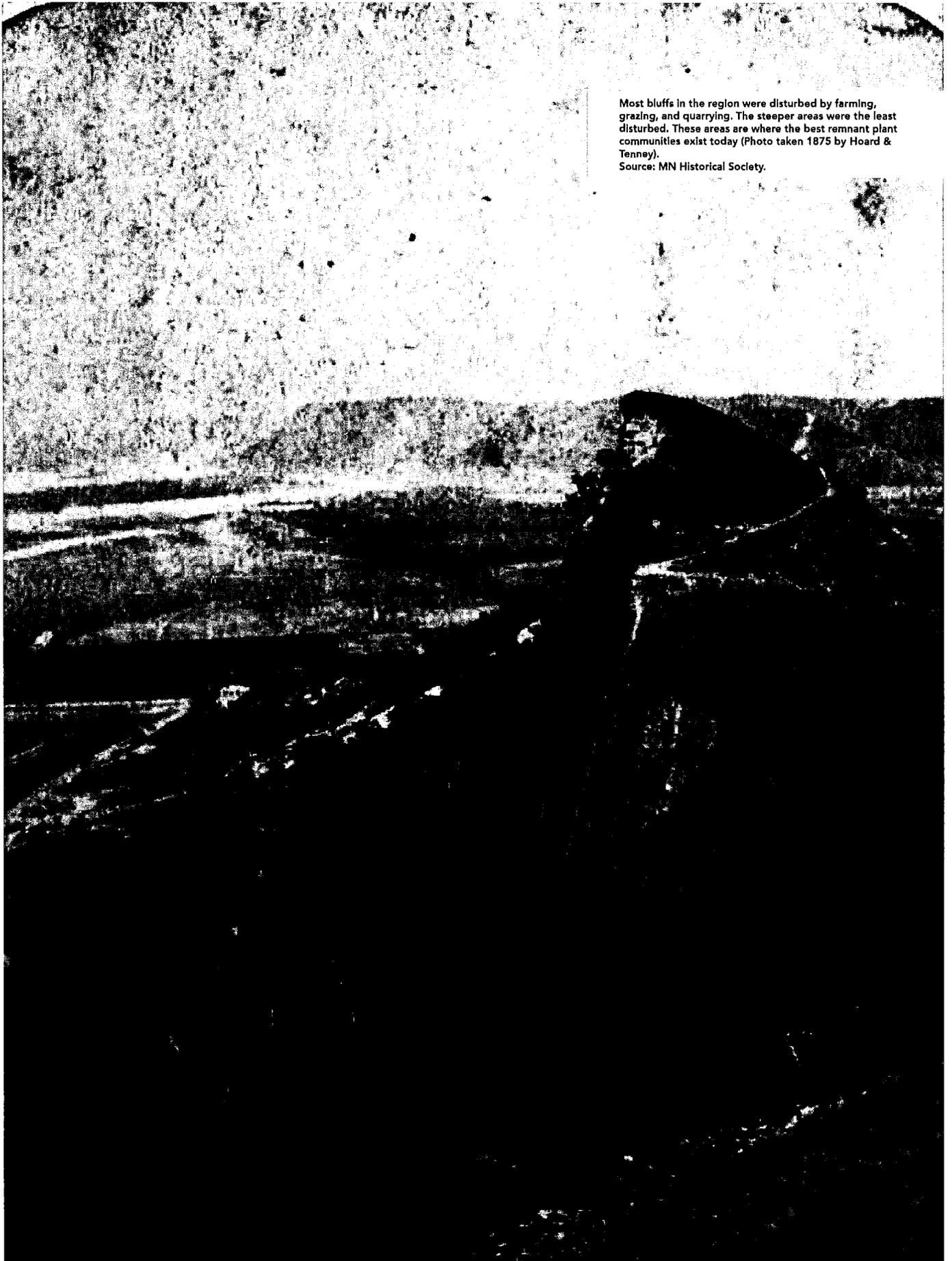
Calvin R. Fremling, Glenn A. Heins, Stephen Rannenber. 1986. A Lake Winona Compendium: Information Concerning the Reclamation of an Urban Winter-Kill Lake at Winona, Minnesota, Second Edition, Winona State University

Figure 1.3 - Bluffs Traverse -1940



Source: MAPHO, University of Minnesota.





Most bluffs in the region were disturbed by farming, grazing, and quarrying. The steeper areas were the least disturbed. These areas are where the best remnant plant communities exist today (Photo taken 1875 by Hoard & Tenney).
Source: MN Historical Society.

2

Current Conditions

The following section provides an overview of the natural features that make the Bluffs Traverse exceptional.



2.1 Natural Resources Inventory & Assessment

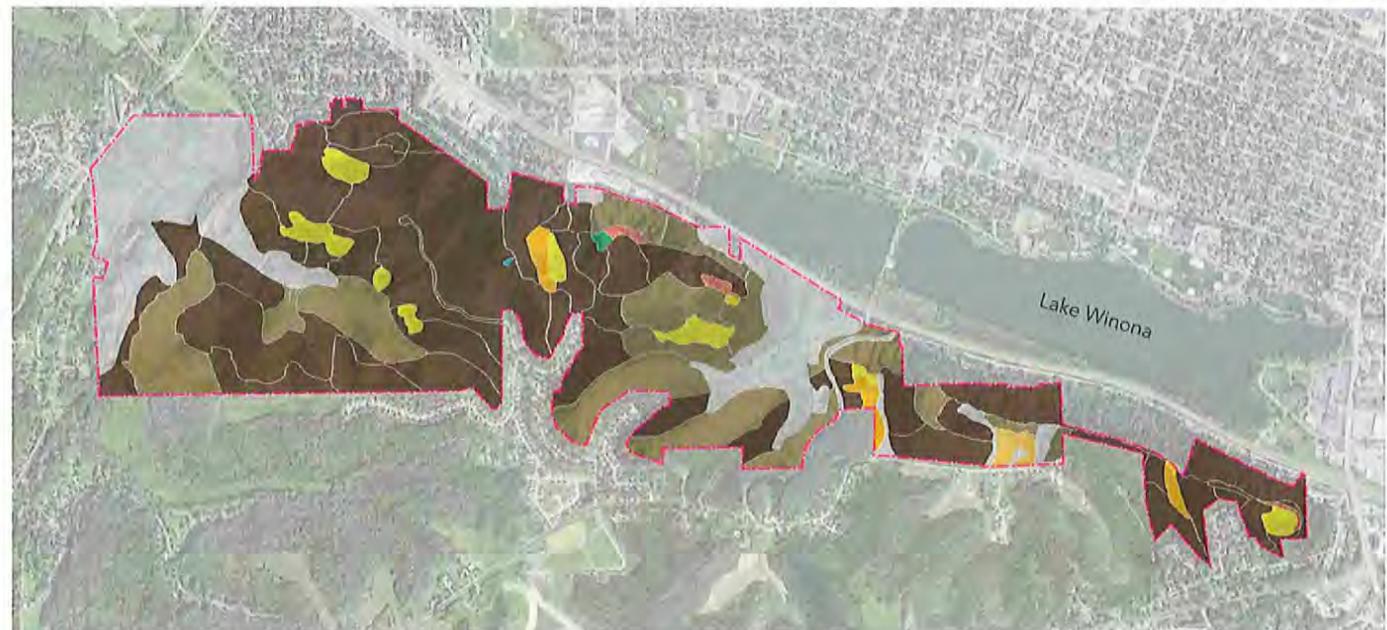
In 2019, several field investigations focusing on natural resources were conducted as part of this planning process. The goals of the field reconnaissance was to review the existing land cover classification data, assess plant community ecological quality, and inspect for other environmental issues such as erosion, soil degradation and invasive species.

2.1.1 Plant Community Inventory

The land cover categories defined on Figure 2.1 are based on the Minnesota Land Cover Classification System (MLCCS) developed by the Minnesota Department of Natural Resources (MN DNR). The categories as shown represent a simplification of these classifications for planning purposes. The following summary provides a brief description of the most significant cover types that characterize the study area's ecological communities.



Figure 2.1 - Existing Plant Communities



 Bluffs Traverse Conservation & Recreation Area

Plant Community Types

 Maple-Basswood Forest

 Seasonally Flooded Forest

 Oak Savanna

 Oak Forest

 Grassland - Smooth Brome

 Dry Cliff

 Cultural Use

 Dry Bedrock Bluff Prairie

 Wet Cliff

These plant communities are discussed in detail on the following pages.



0 500 1,500 3,000
Feet

Oak Forest

General Characteristics

This plant community of the study area is a dry to mesic (medium moisture) hardwood forest dominated by red oaks, basswood, and sugar maple canopy species. The tree canopy is generally 60 - 100% closed. The driest stands of Oak Forest on south and west facing slopes, and on shallow soils are typically dominated by pin oaks, bur oaks, and sometimes shagbark hickory. Higher occurrences of sugar maples, basswoods, and red oak species are present where wetter soils occur – typically north and east facing slopes. Ironwood, sugar maple and buckthorn are the most abundant subcanopy tree species. The Oak Forest often transitions to a mesic Maple-Basswood Forest; the two mainly differ by the density of oak species canopy cover.

Vegetation on the shrub-layer is generally sparse throughout the study area, although some gooseberry and currant species occur at varied locations. Where the shrub-layer is present, non-native honeysuckle and buckthorn are the most common species.

Where groundcover is present, a diverse range of spring ephemerals, ferns, and sedge species can be found. The ground layer is patchy and sparse in the most degraded areas. This is primarily due to the destructive activity of earthworms. This pest species is discussed below in section 3.1.

Landscape Settings and Soils

Present mostly on middle and upper slopes that face south to west. Soils are well drained and may be shallow to limestone bedrock.

Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Groundcover: White Snakeroot (*Ageratina altissima*); Wood Anemone (*Anemone quinquefolia*); Columbine (*Aquilegia canadensis*); Blue Chohosh (*Caulophyllum thalictroides*); Pointed-Leaved Tic Trefoil (*Desmodium glutinosum*); Virginia Waterleaf (*Hydrophyllum virginianum*); Blood root (*Sanguinaria canadensis*); Zig Zag Goldenrod (*Solidago flexicaulis*); Maidenhair Fern (*Adiantum pedatum*); Lady Fern (*Athyrium filix-femina*); Bracken Fern (*Pteridium aquilinum*); Wild Ginger (*Asarum canadense*); Pennsylvania sedge (*Carex pensylvanica*)



High quality dry Oak Forest near Sugar Loaf bluff



Ferns found within moist ravine emerging in spring

Shrubs: Prickley Ash (*Zanthoxylum americanum*), Prickly Gooseberry (*Ribes cynosbati*), Hazelnut (*Corylus americana*), Dogwoods (*Cornus* spp.)

Trees: Red Oak (*Quercus rubra*), White Oak (*Quercus alba*), Bur Oak (*Quercus macrocarpa*), Basswood (*Tilia americana*), Paper Birch (*Betula papyrifera*), Ironwood (*Ostrya virginiana*), Sugar Maple (*Acer saccharum*), Green Ash (*Fraxinus pennsylvanica*), Shagbark Hickory (*Carya ovata*)

Maple-Basswood Forest

General Characteristics

This plant community is a rich mesic forest dominated by sugar maple and basswood trees. It is generally found on moderate to steep slopes, with most occurrences on north to eastern slopes. The canopy is very dense and nearly or completely closed. Ironwood and buckthorn trees are the most abundant subcanopy tree species. Maple-Basswood Forest areas transition into Oak Forest on western to southern slopes where drier soils occur. Selective logging of oaks, hickories, and walnut may have promoted a more basswood dominated canopy.

The ground plane is often quite open with sparse pockets of shrubs and intermittent pockets of groundcovers. Here too, this is primarily due to the invasion of earthworms, although intensive browse by a burgeoning deer population is preventing flowering and the capacity for wildflowers to produce seed. Because the canopy is dense, the herbaceous ground cover is generally comprised of more spring ephemeral species that go dormant starting at tree leaf-out in early June. Some of the highest diversity of wildflower plant species in the study area are found in these Maple-Basswood forests. Dutchman's breeches, blood root, jack in the pulpit, shooting star, and trout lily are common in high ecological quality areas (see Figure 2.2).

Landscape Settings and Soils

Present mostly on middle and lower slopes, most occurrences are on north to eastern slope aspects. Soils are well to moderate drained. Plants have a moderate to abundant supply of moisture in primarily loess soils.

Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Groundcover: Baneberry (*Actaea rubra*), Wood Anemone (*Anemone quinquefolia*), Columbine (*Aquilegia canadensis*), Blue Chohosh (*Caulophyllum thalictroides*), Zig Zag Goldenrod (*Solidago flexicaulis*), Lady Fern (*Athyrium filix-femina*), Wild Ginger (*Asarum canadense*), Pennsylvania sedge (*Carex pensylvanica*), Virginia Waterleaf (*Hydrophyllum virginianum*), Blood root (*Sanguinaria canadensis*), Dutchman's breeches (*Dicentra cucullaria*), Maidenhair Fern (*Adiantum pedatum*), Yellow Trout Lily (*Erythronium americanum*), Rue anemone (*Anemonella thalictroides*),



High quality Maple-Basswood forests ground planes are rich with plant diversity

Hepatica (*Hepatica acutiloba*), Large-Flowered Trillium (*Trillium grandiflorum*), Amethyst Shooting Star (*Dodecatheon amethystinum*)

Shrubs: Prickly Ash (*Zanthoxylum americanum*), Prickly Gooseberry (*Ribes cynosbati*), Red Elderberry (*Sambucus racemose*), Pagoda Dogwood (*Cornus alternifolia*)

Trees: Sugar Maple (*Acer saccharum*), Basswood (*Tilia americana*), Ironwood (*Ostrya virginiana*), Red Oak (*Quercus rubra*), Paper Birch (*Betula papyrifera*)



Dry Bedrock Bluff Prairie

General Characteristics

This plant community is dominated by prairie grass species such as big bluestem, little bluestem, sideoats grama, and Indian grass. Several wildflower species present include hoary puccoon, sky blue aster, spiderwort, wild bergamot, prairie violet, cylindrical blazing star, and hoary vervain. Dry bedrock bluff prairies, like the few found on site, are unique plant communities in the Midwest limited to the bluffs along the Mississippi River and several of its tributaries in southeastern Minnesota.

Woody species, including the nonnative buckthorn and honeysuckle species, have established and are slowly crowding out prairie grasses and forbs. The remaining open prairie areas are quite diverse and have a high value to wildlife. Current acreages of bluff prairie within the park provides habitat for the threatened timber rattlesnake, ground nesting birds and as well as a diversity of pollinator species.

Landscape Settings and Soils

Dry Bedrock Bluff Prairies within the study are located on steep south and west facing slopes. Visible rock outcroppings reveal that these resilient communities have developed on thin soils over Jordan Sandstone bedrock. Steep slopes and well drained sandy soils create very dry habitat conditions.

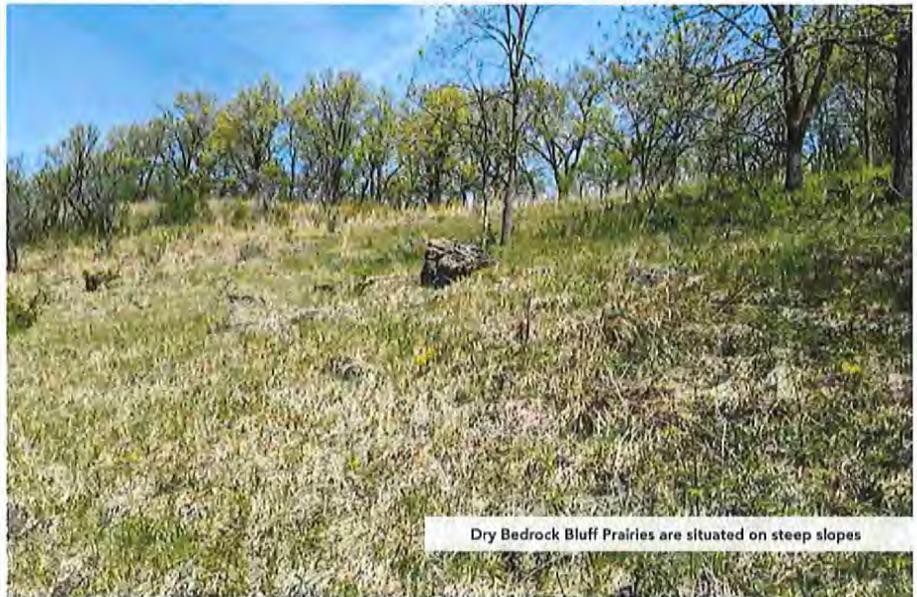
Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

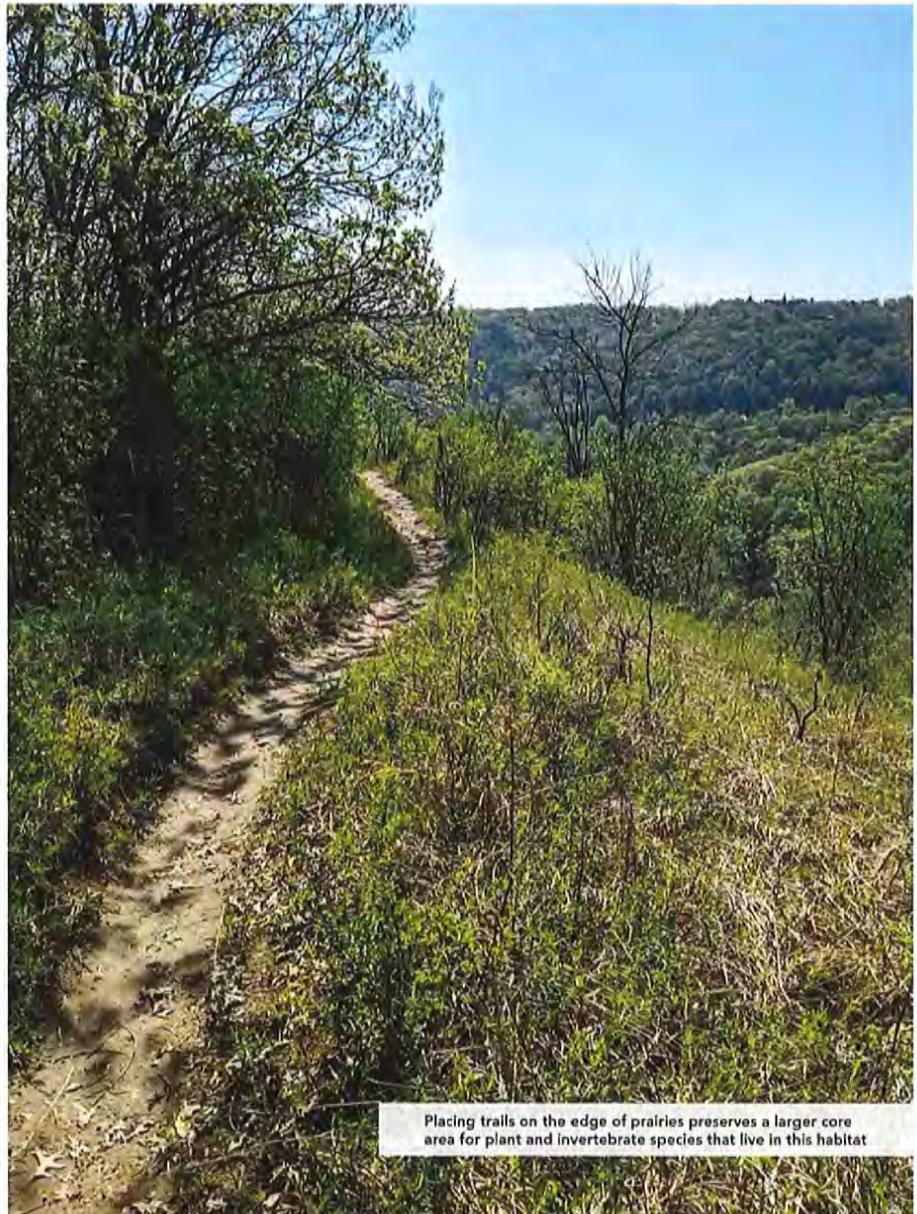
Groundcover: Little Bluestem (*Schizachyrium scoparium*), Sideoats Grama (*Bouteloua curtipendula*), Big Bluestem (*Andropogon gerardii*), Indian Grass (*Sorghastrum nutans*), Aromatic Aster (*Symphyotrichum oblongifolium*), Wild Bergamot (*Monarda fistulosa*), Butterfly Milkweed (*Asclepias tuberosa*), Cylindrical Blazing Star (*Liatris cylindracea*), Birdfoot Coreopsis (*Coreopsis palmata*), Gray Goldenrod (*Solidago neoralis*), Prairie Violet (*Viola palmata* var. *pedatifida*), Field pussytoes (*Antennaria neglecta*), Early Sunflower (*Heliopsis helianthoides*), Flowering Spurge (*Euphorbia corollata*)

Shrubs: Smooth Sumac (*Rhus glabra*), Prairie Rose (*Rosa arkansana*)

Trees: Bur Oak (*Quercus macrocarpa*), Red Cedar (*Juniperus virginiana*)



Dry Bedrock Bluff Prairies are situated on steep slopes



Placing trails on the edge of prairies preserves a larger core area for plant and invertebrate species that live in this habitat

Oak Savanna

General Characteristics

Oak savannas are upland areas with bur oaks creating 30-70% canopy cover with prairie and woodland herbaceous species beneath. Historically frequent fires and grazing by elk and bison kept savannas sparsely covered with trees. Within the study areas they are found in dry to dry-mesic growing conditions adjacent to the bluff prairies. Trees are clumped and are increasing in density due to the suppression of fire. Prairie grass species such as little bluestem, sideoats grama, hoary puccoon exist in the sunny portions. In shaded areas sparse patches of remnant prairie species remain from when they were more open and sunny. The ground layers are patchy with vegetative cover typically between 30 and 75%. Once a dominant plant community of Minnesota, oak savanna is now very rare. The remnant oak savannas in the study area are ripe for restoration and could provide valuable habitat to many animal species. The shrub layer of the savannas on site are often comprised of 3-10' tall buckthorn and honeysuckle.

The oak savannas of the study areas are swiftly degrading due to the suppression of fire and the invasion of invasive woody species. Relatively recent restoration efforts near the Garvin Heights lookout area has resulted in increased ground plane diversity and much improved habitat quality. Oak savannas throughout the study area will continue to be lost if restoration efforts are not undertaken.

Landscape Settings and Soils

Remaining stands are limited to small openings on dry and steeply sloped areas.

Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Groundcover: Little Bluestem (*Schizachyrium scoparium*), Sideoats Grama (*Bouteloua curtipendula*), Big Bluestem (*Andropogon gerardii*), Indian Grass (*Sorghastrum nutans*), Wild Bergamot (*Monarda fistulosa*), Gray Goldenrod (*Solidago neoralis*), Field pussytoes (*Antennaria neglecta*), Early Sunflower (*Heliopsis helianthoides*), Pennsylvania Sedge (*Carex pensylvanica*)

Shrubs: Smooth Sumac (*Rhus glabra*), Prairie Rose (*Rosa arkansana*)

Trees: Bur Oak (*Quercus macrocarpa*), Aspen (*Populus tremuloides*)



Oak Savanna areas are slowly being choked out by woody species due to the suppression of fire (historically fires occurred approximately every 5 years)



Presence of full sunlight depended understory species in shaded areas indicates a recent closure of the tree canopy

Dry Cliff

General Characteristics

This plant community is located on steep to vertical rock exposures of sandstone and limestone bedrock with sparse vegetation. Vegetation is typically restricted to the base of the rock faces, gradual slopes, cracks and shelves. Ninebark, Pennsylvania sedge, columbine, Solomon seal, and Ohio spiderwort are some of the most frequently seen species in these areas. In addition, a high diversity of lichen, liverworts, and moss species are common.

Most cliff communities at Bluffs Traverse have experienced little human disturbance. As a result these areas have some of the most unique and diverse assembly of plant species. Human foot traffic and climbing have become a threat to some of these cliff communities in recent times.

Landscapes Settings and Soils

Developed on north facing cliffs, these are fragile communities.

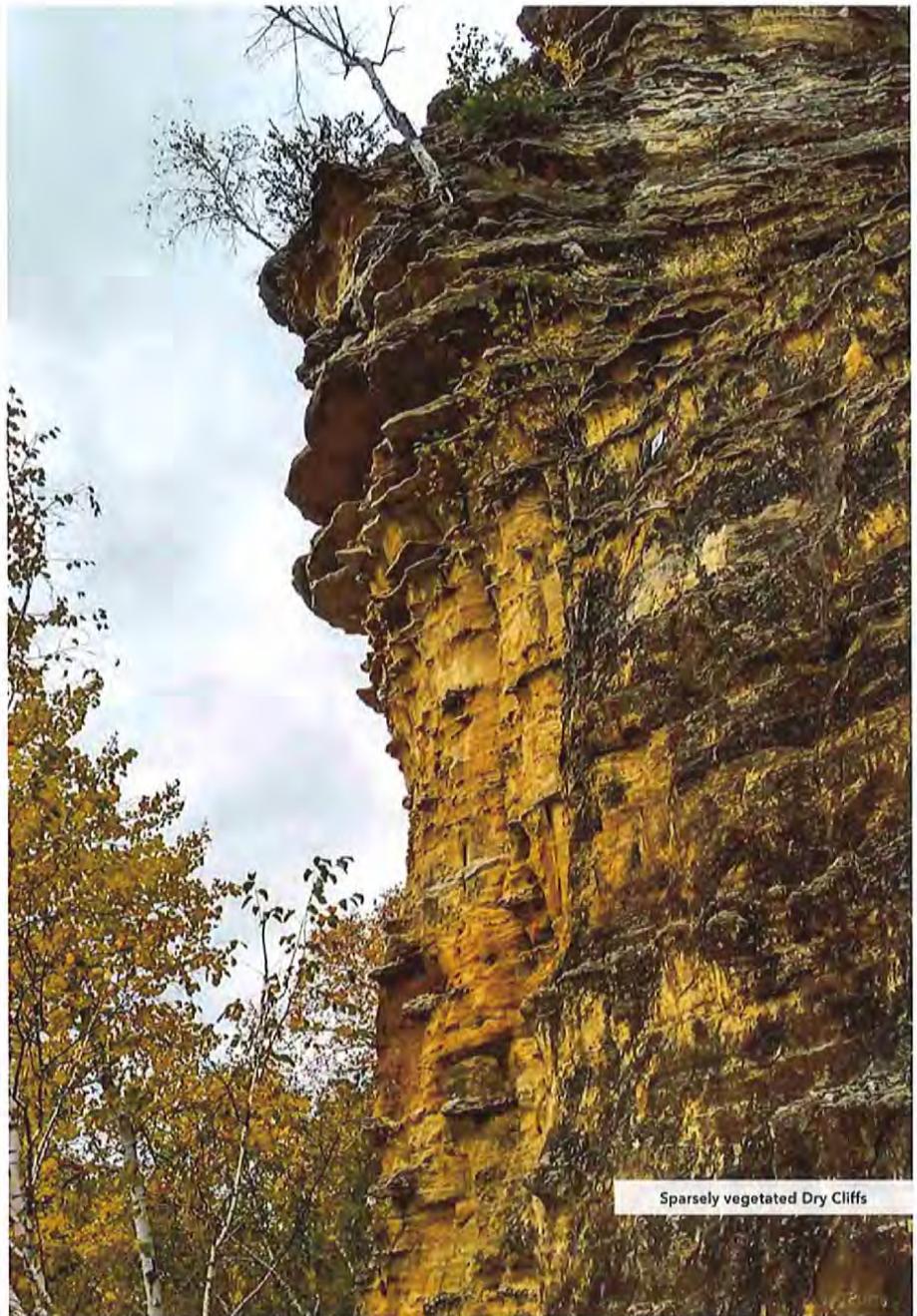
Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Groundcover: Pennsylvania Sedge (*Carex pensylvanica*), Columbine (*Aquilegia canadensis*), Ohio Spiderwort (*Tradescantia ohioensis*), Hairy Goldenrod (*Solidago hispida*), Bracken Fern (*Pteridium aquilinum*), Big Leaved Aster (*Eurybia macrophylla*)

Shrubs: Ninebark (*Physocarpus opulifolius*), Roundleaf Dogwood (*Cornus rugose*), Prickly Gooseberry (*Ribes cynosbati*)

Trees: Paper Birch (*Betula papyrifera*), Red Cedar (*Juniperus virginiana*)



Sparsely vegetated Dry Cliffs



Wet Cliff

General Characteristics

Cool, moist, north facing cliffs with clinging moss, liverworts, lichens and ferns. These cliffs are generally moister than the surrounding area due to groundwater seepage. Moss and fern species are the densest in the areas where seepage is constant.

Herbaceous cover is sparse to patchy (10-30%) with woodland shrub species, such as red elderberry, sparsely scattered along cracks and crevices in the cliff face. Sugar Maple and paper birch trees growing above the cliff face dominate the canopy layer and shade most of the cliff faces.

Landscape Settings and Soils

Nearly vertical north facing sandstone and limestone cliff faces are typically 15-25 feet in height. Cliff face and steep ledges show signs of erosion and plant damage due to human foot traffic.

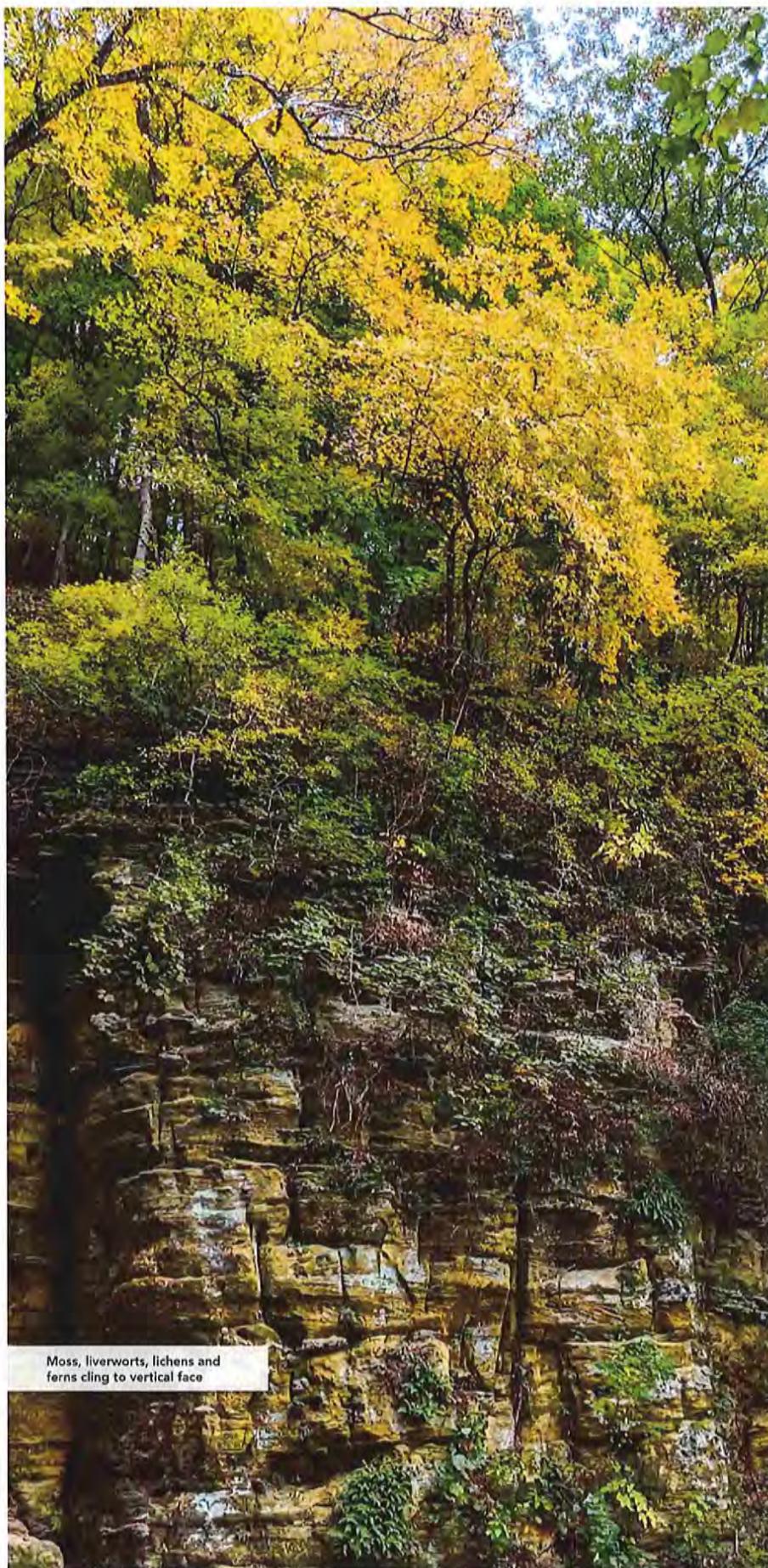
Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Groundcover: Buble Fern (*Cystopteris bulbifera*), Columbine (*Aquilegia canadensis*), Zig Zag Goldenrod (*Solidago flexicaulis*), Northern Bedstraw (*Galium boreale*), Wood Nettle (*Laportea canadensis*), Lady Fern (*Athyrium Filix-femina*), Maidenhair Fern (*Adiantum pedatum*), Rusty Woodsia (*Adiantum pedatum*)

Shrubs: Red Elderberry (*Sambucus racemose*), Spikenard (*Aralia racemose*), Ninebark (*Physocarpus opulifolius*)

Trees: Paper Birch (*Betula papyrifera*), Sugar Maple (*Acer saccharum*), Mountain Maple (*Acer spicatum*)

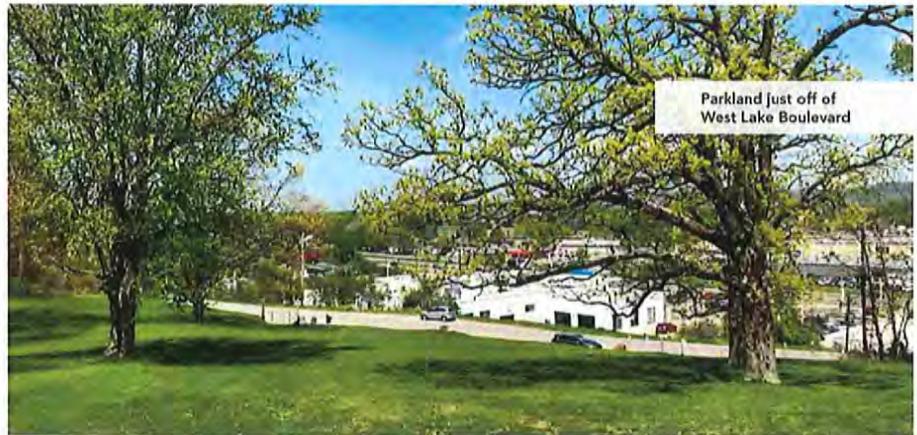


Moss, liverworts, lichens and ferns cling to vertical face

Cultural Use

General Characteristics

These areas are developed landscapes typically hard surfaces (roads, buildings, and parking lots) or lawns (athletic fields, residential yards, etc.). Woodlawn Cemetery (centrally located within study area) and Saint Mary's University (northeast portion of the study area) include most of this land type. Natural vegetation has been removed or modified in these areas. As a result, these areas were not surveyed for ecological value.



Seasonally Flooded Forest

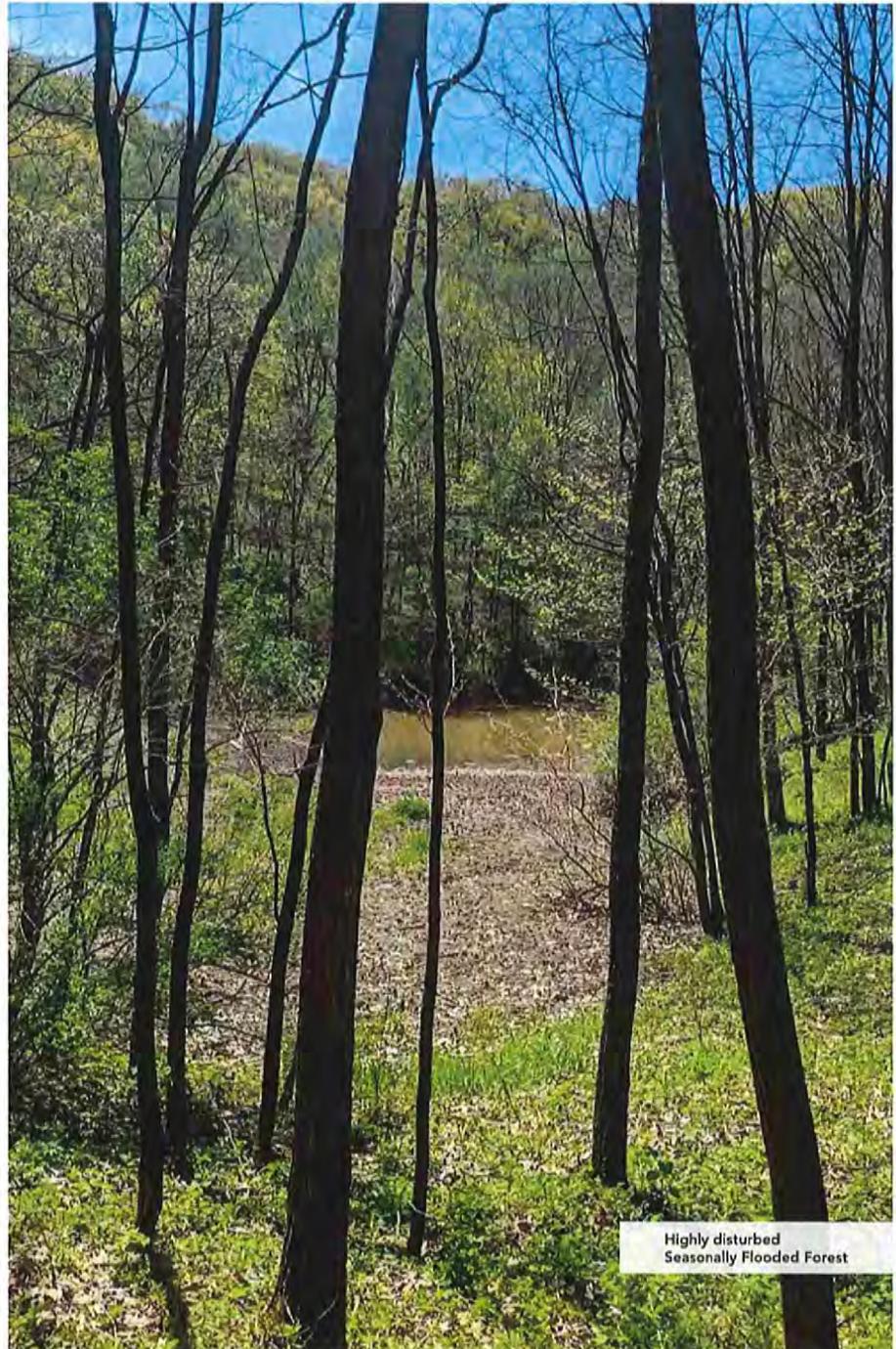
General Characteristics

These plant communities are small, often non-vegetated, seasonally flooded low areas. The water ponding is greatest in early spring, but water levels nearly draw down or evaporate by the end of the season.

The Seasonally Flooded Forest in Bluffs Traverse is surrounded by 30 foot tall black locust trees and sparse patches of 10 foot tall honeysuckle shrubs. Ground cover low quality with little diversity. Low quality in adjacent upland areas suggest heavy past disturbance.

Landscape Settings and Soils

Slight depression with poorly draining soils located near the bottom of a wide north facing ravine.



Grassland - Smooth Brome

General Characteristics

In Bluffs Traverse this upland grassland is primarily composed of the non-native, smooth brome grass that was likely planted at one time as cattle forage. Native species comprise less than 10% of the vegetative cover. Smooth brome is a cool season grass that forms dense stands (monocultures) when planted and eventually out-competes many native species.

Vegetation is generally 2-4 feet tall with small establishing stands of red cedar and honeysuckle shrubs. These areas have a great potential for dry prairie restoration.

Landscape Settings and Soils

The smooth brome grasslands of the study area are situated on bluff tops containing well drained clay loam soils. They were likely grazed by cattle in the past.

Observed Plant Indicators

Indicator here refers to plant species that are strictly associated with particular environmental conditions (and therefore plant communities) that their presence is indicative of the existence of a characteristic plant community.

Shrubs: Red Cedar (*Juniperus virginiana*), Tartarian Honeysuckle (*Lonicera tatarica*)

Groundcover: Smooth Brome (*Bromus inermis*), Canada Goldenrod (*Solidago Canadensis*)



Smooth brome was previously planted as forage for grazing cattle

2.1.2 Ecological Quality

A qualitative assessment of the native plant communities of Bluffs Traverse was conducted as part of the community inventory. Existing data and maps were examined and the site was walked to evaluate ecological quality.

A vast majority of Bluffs Traverse has been impacted by human disturbance. A forest canopy of native trees exists throughout most of the site and the bluffs and native soils exist in assemblages close to what they did prior to European settlement. Exceptions are Sugar Loaf and a few other areas that have been developed for facilities or lawns.

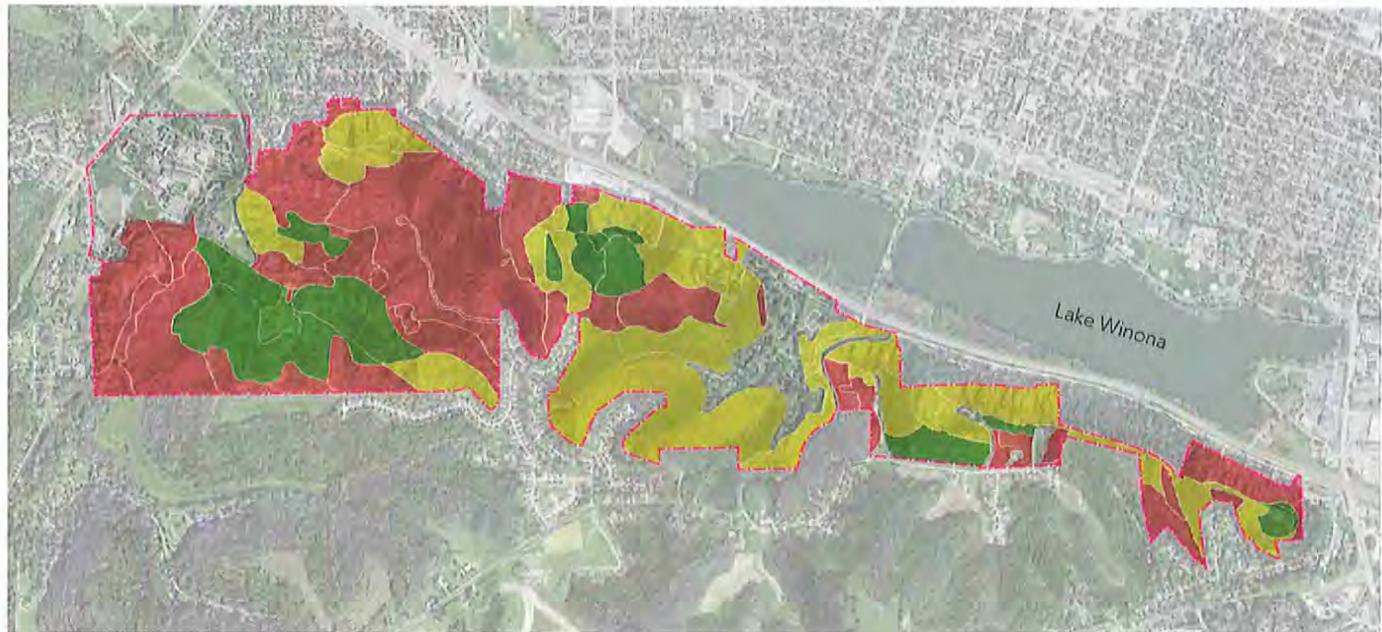
Table 2.1 Plant Community Ranking

Quality Ranking	Level of Disturbance*	Ground Plane Species Diversity	Level of Restoration Effort**
A	Slight to none	Native plant diversity and coverage somewhat reduced; less than 5% invasive species	Slight: monitor for invasive species, control when observed
B	Moderate	Native plant diversity reduced, some invasive species encroachment; 5% - 50% invasive species	Medium: remove invasive species and plant native species
C	Severe	Few native species, extensive invasive species encroachment; greater than 50% invasive species	Significant: focus on restoring higher quality areas first, control invasive species to protect adjacent higher quality plant communities

* Disturbance at Bluffs Traverse may have occurred through partial logging, clear cutting, plowing to create agricultural fields, or livestock grazing among other forms of disturbance.

** Level of restoration effort refers to the financial resources and physical effort required to restore a native plant community.

Figure 2.2 - Ecological Community Ranking



Bluffs Traverse Conservation & Recreation Area

50 Foot Contours

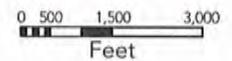
Community Ranking

A - Protect

B - Restore

C - Development Feasible

Detentions of community rankings provided on next page



Defining Ecological Quality Rankings:

A - Protect

Natural communities of high ecological quality. Human disturbance and invasive species are limited (invasive species <5%). Native plant species diversity is high but some areas may have slightly limited diversity. These communities should be preserved, and disturbance such as placement of trails should be avoided or undertaken with extreme care. Monitor these areas for invasive species and control as they establish.



B - Restore

Natural communities that show signs of disturbance since the time of Euro-American settlement but are still clearly recognizable as native plant communities. Invasive species encroachment is currently low (5-50%). These areas should be carefully managed to avoid further damage. Native plant community restoration is highly feasible.



C - Development Feasible:

Natural communities that have been greatly disturbed through actions such as clearing or grazing. The shrub and/or groundcover layers are dominated by invasive species (>50%), and these communities generally have a low diversity of native plant species, although a native tree canopy is typically intact. These communities are restorable but a greater effort is required to restore native plant diversity. These lower plant diversity areas are the most appropriate for trails and recreational features.

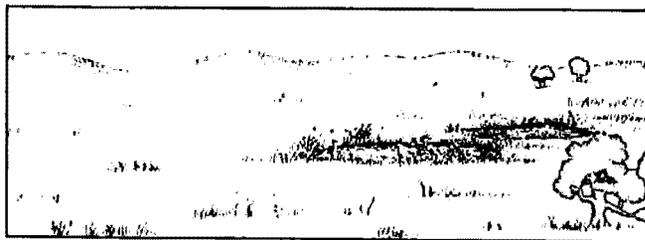


2.1.3 Observed Trends in Ecological Systems

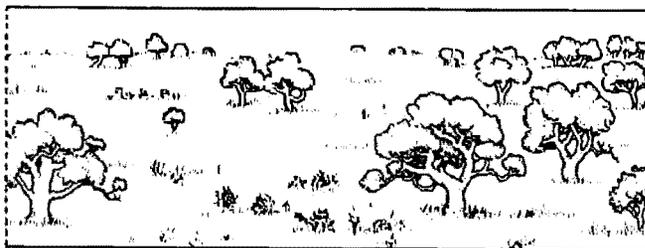
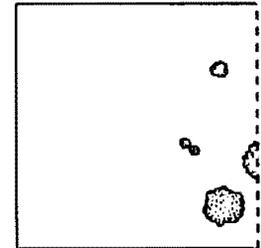
Without further human intervention and conscientious stewardship, it is expected that the overall trend of the ecological systems within the Bluffs Traverse will be toward continued decline, as measured by biodiversity and general ecological health. Figure 2.3 graphically illustrates the on-going trend in a typical oak savanna system found in Bluffs Traverse and many other Midwestern regions.

This example is reflective of what is happening to varying degrees in the ecological systems found throughout Bluffs Traverse. Although some of the ecological degradation will have lasting effects, there are many opportunities to prevent further decline and make substantial progress toward achieving a healthier landscape for future generations to enjoy.

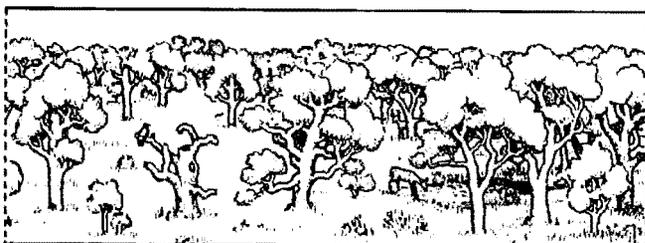
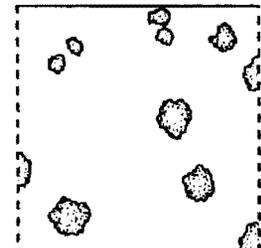
Figure 2.3 - Ecological Succession of Grassland and Oak Savanna



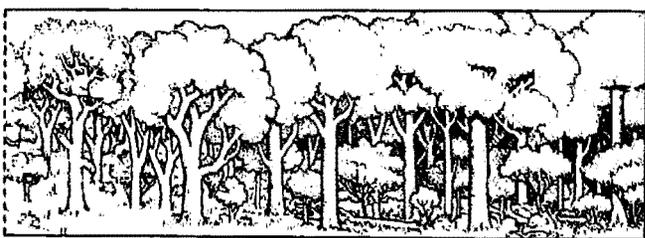
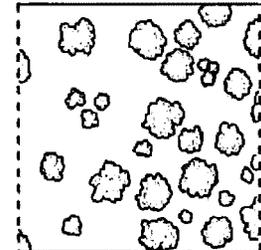
Prairie: A grassland with few or no trees. Characteristic breeding birds: bobolink, meadowlark, Henslow's sparrow, short-eared owl



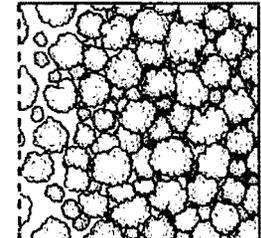
Savanna: A grassland with scattered trees. Trees are characteristically oaks, well spaced or in clusters. May have extensive areas of shrubs (especially hazelnut) and tree resprouts. Characteristic breeding birds: eastern bluebird, eastern kingbird, orchard oriole, Bell's vireo, barn owl.



Woodland: An open forest with a vigorous turf of grasses and flowers throughout the growing season. Depends on frequent fire. Many trees have spreading lower limbs. Bright enough for oak reproduction (i.e., less than 80% canopy cover). Typically dominated by oaks but may contain hickory, walnut, elm, dogwood, plum, and many other woody species. Characteristic breeding birds: Baltimore oriole, red-headed woodpecker, whippoorwill, Cooper's hawk.



Forest: In many ways the oak forest (shown on left) is intermediate between oak woodland and maple forest (shown on right) is fire-intolerant. Most tree trunks have few lower limbs. Shade-tolerant species of understory trees and shrubs are present. Herbs are mostly ephemeral (dormant in summer) or scattered. Characteristic breeding birds: ovenbird, red-eyed vireo, sharp-shinned hawk.



This graphic depicts the effects of fire frequency on native plant communities. Frequent fire prevents trees and shrubs from dominating and is partially responsible for maintaining prairie and savanna landscapes. Without fire they would evolve into forest. The top sketch illustrates a high fire frequency (2-5 years), the second sketch medium frequency (3-7 years), third sketch shows a lower frequency (9-10 years), and the bottom sketch depicts infrequent or suppressed fires (20 or more years).

Source: Stephen Packard and Cornelia F. Mutel. 1997. *The Tallgrass Restoration Handbook for Prairies, Savannas, and Woodlands*, Society of Ecological Restoration

2.1.4 Rare and Unique Species

The MN DNR Minnesota Wildlife Action Plan 2015-2025 emphasizes wildlife species of greatest conservation need in Minnesota. The habitats associated with these at-risk species are typically rare or declining due to trends in land use such as farming and development. In 2018, the Winona Bird Club identified that at least 15 of the Bird Species of Greatest Conservation Need listed in Minnesota's Wildlife Action Plan 2015-2025 use upland forests located in Winona's Blufflands (e.g. red-headed woodpecker, wood thrush, yellow-billed cuckoo, black-billed cuckoo, winter wren, cerulean warbler).

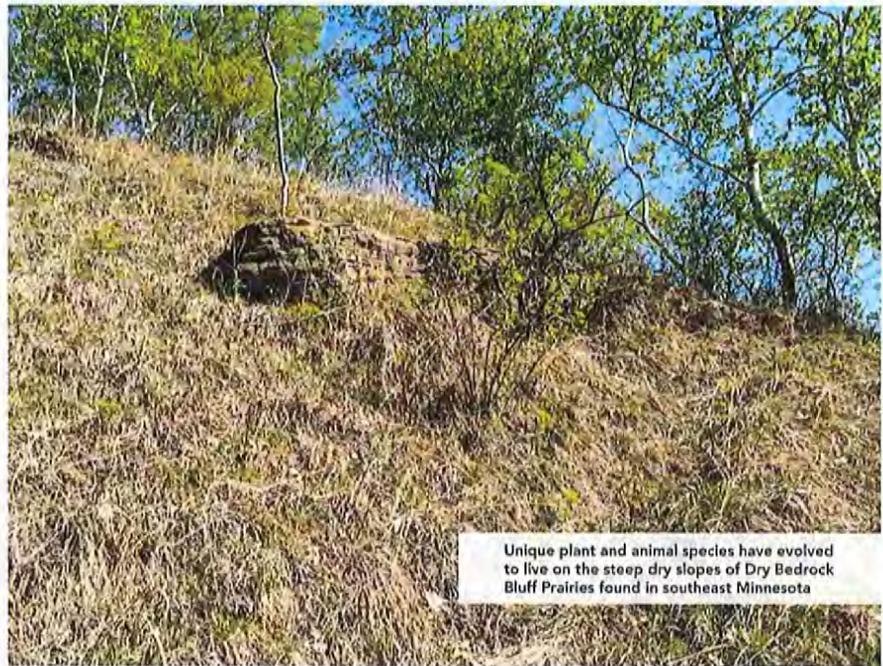
Bluffs Traverse includes habitats that are recognized by the Minnesota Biological Survey as being of good quality occurrences of the rarest species, high-quality examples of rare native plant communities, and being an important functional landscape. Some of the native plant community types at Bluffs Traverse are recognized by the MN DNR as being at risk of elimination, or as uncommon in Minnesota include:

- Southern Dry Prairie – **Vulnerable to Extirpation**
- Southern Dry-Mesic Oak Forest – **Uncommon**
- Southern Mesic Maple-Basswood Forest – **Imperiled**
- Southern Dry Cliff – **Imperiled**

The MN DNR assigns conservation status ranks that reflect the risk of elimination of the community type from Minnesota (vulnerable to Extirpation, Uncommon, and Imperiled).

In addition, the blufflands along the Mississippi River serve as a critical corridor for migratory songbirds, raptors, and waterfowl. Prairie, savanna, and woodland habitat located within Bluffs Traverse are important foraging and nesting areas within the surrounding developed areas.

Because the wildlife composition and habitat quality of the area has degraded due to habitat fragmentation and development, protecting the remaining habitat is critical. Limiting development and protection existing habitats would enhance and bolster the ability of Bluffs Traverse to host wildlife species.



Unique plant and animal species have evolved to live on the steep dry slopes of Dry Bedrock Bluff Prairies found in southeast Minnesota

Minnesota's threatened, and special concern species recorded within Bluffs Traverse since 1990:

- Edible Valerian (*Valeriana edulis* var. *ciliata*) – **Threatened**
- Timber Rattlesnake (*Crotalus horridus*) – **Threatened**
- One-flowered Broomrape (*Orobanche uniflora*) – **Special Concern**
- Plains Wild Indigo (*Baptisia bracteata* var. *glabrescens*) – **Special Concern**
- Jewelled Shooting Star (*Dodecatheon amethystinum*) - **Watchlist (at-risk species)**
- Western Foxsnake (*Pantherophis ramspotti*) - **Watchlist (at-risk species)**



Timber rattlesnakes are found in the blufflands of southeastern Minnesota where they den in the cavities of limestone rocks

References:

The conservation Vision Committee of the Winona Bird Club. 2018. Conservation Vision for Winona's 2018 Comprehensive Parks and Recreation System Plan, Winona Bird Club

State of Minnesota, Department of Natural Resources. 2015. Minnesota's Wildlife Action Plan 2015-2025, Division of Ecological and Water Resources, State of Minnesota, Department of Natural Resources

State of Minnesota, Department of Natural Resources. Accessed May 2019. Natural Heritage Information System (NHIS), State of Minnesota, Department of Natural Resources

State of Minnesota, Department of Natural Resources. 2018. Minnesota Prairie Conservation Plan: 2nd Edition, Prairie Plan Working Group

2.2 Physical Features

There are a number of dominant physical features of Bluffs Traverse that give it its unique qualities; the setting within the Mississippi River valley, striking topography, steep bluffs, and fascinating geology provide for a remarkable landscape. The following is an overview of these features.

2.2.1 Topography, Ravines and Bluffs

Formed over the millennia by the forces of glacial activity, wind and water, the topography of Bluffs Traverse provides remarkable landscape features that combine to create unique views and exceptional habitat. As illustrated in Figure 2.4, the landform of Bluffs Traverse is characterized by steep slopes, rolling bluffs, and deep ravines.

Topographic changes from the east to west side of Bluffs Traverse create a series of terraces and ravines. These ravines are somewhat stable with the exception of an area near Skyline Drive and Vista Drive. The east facing slope is experiencing

erosion due to large volumes of water that outlet into the ravine from storm sewers that collect runoff of the neighborhood roads and impervious surfaces during storm events. This will continue until the ravine is stabilized and stormwater can be held up or released more slowly from the surrounding neighborhood.

Figure 2.5 shows ephemeral waterways (ravines) where stormwater flows during storm events. It also shows seepages where water that soaked into the ground hits a layer of bedrock and moves laterally to the bluff where it seeps out from the hillside of cliff. Surrounding soils are constantly saturated and support a diversity of unique woodland plant species that have evolved to thrive in the wet, shady growing conditions. The soils in these areas are sensitive to erosion. Development and soil disturbance within these seepages must be avoided.

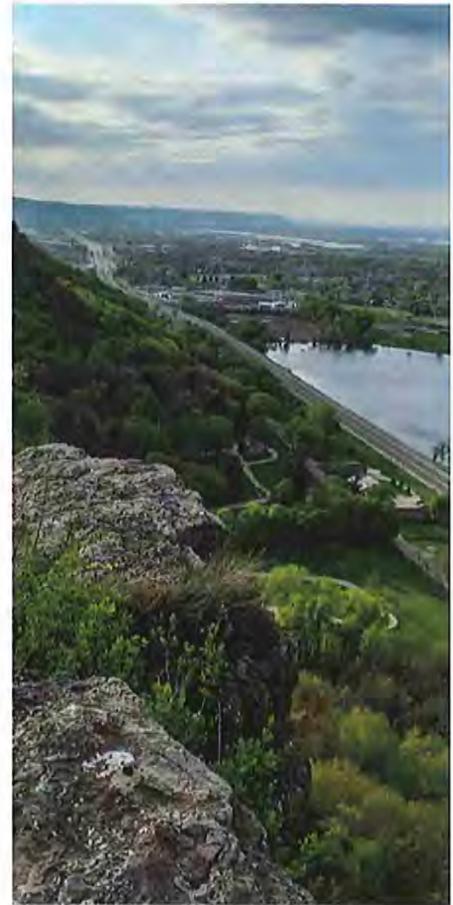


Figure 2.4 - Topography



 Bluffs Traverse Conservation & Recreation Area

 50 Foot Contours

Elevation (feet)

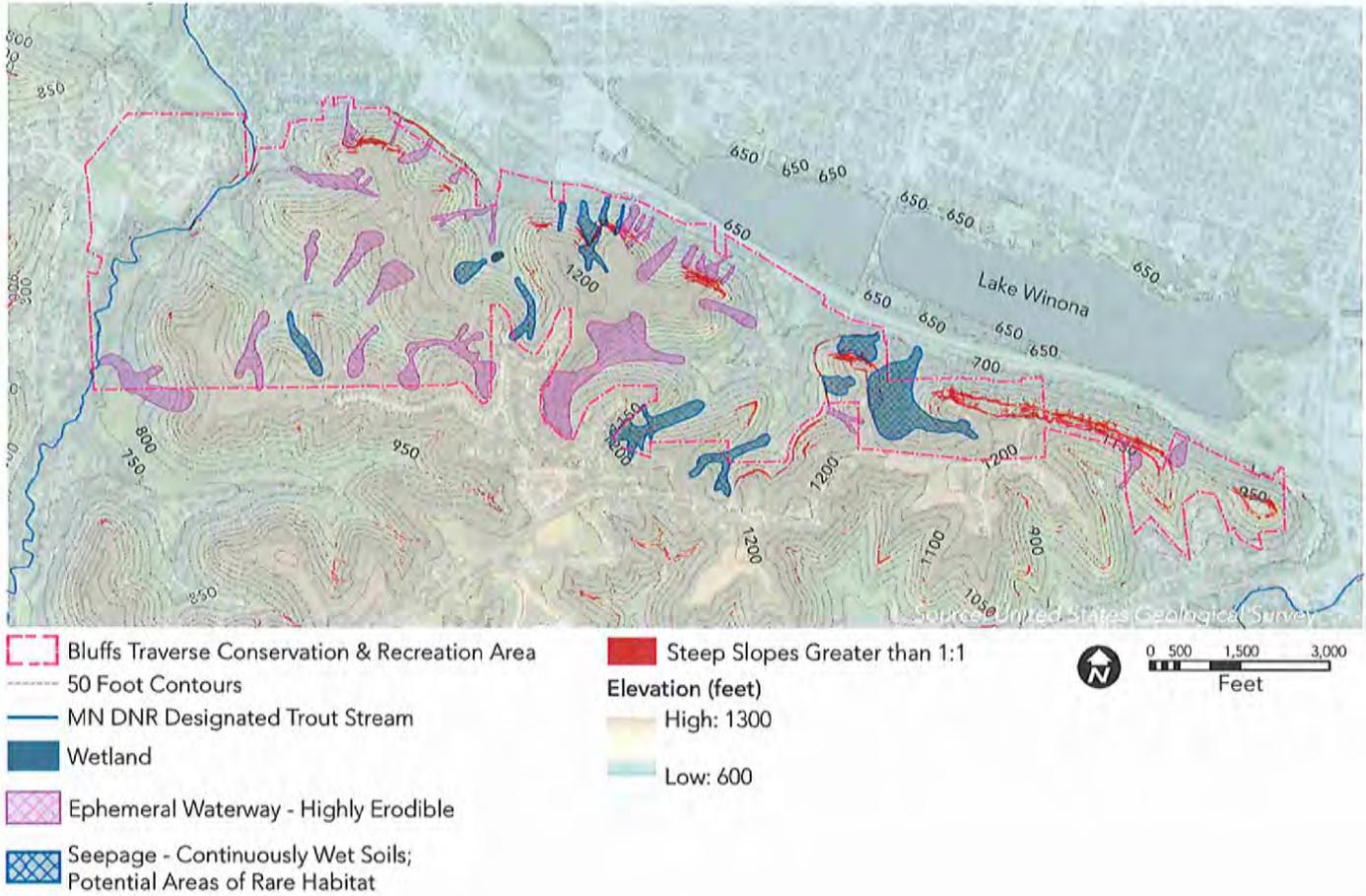
 High: 1300

 Low: 600



0 500 1,500 3,000
Feet

Figure 2.5 - Ravines and Seepages

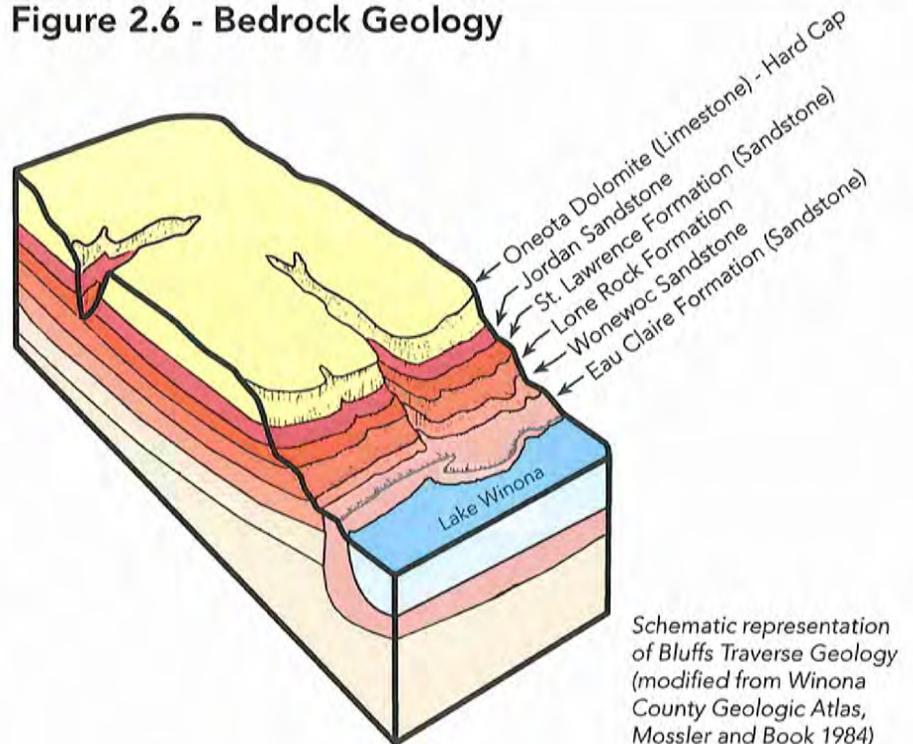


2.2.2 Geology

Bluffs Traverse is located in the Driftless Area of southeast Minnesota; an area that was missed by the most recent glaciation events. The steep topography within the Driftless Area exist because glaciers never passed over to flattened the terrain or deposit drift (stone, sediment, rock) in this area.

The striking Mississippi River valley, where the City of Winona now exists, was formed over 12,000 years ago when the ancient Mississippi River, enlarged by melting glaciers, cut into the soft sandstone rock layers that lined the banks of the river channel. The bluffs of Bluffs Traverse were formed when the ancient Mississippi River washed away this sandstone, undercutting the harder and more erosion-resistant limestone (Oneota dolomite) layer above (See fig 2.6). The limestone then broke away along vertical joints, leaving behind the steep cliffs visible today.

Figure 2.6 - Bedrock Geology



The Bluffs Traverse area is an exemplary geological feature that displays the natural history of the Upper Mississippi's response to, and influence on, Minnesota geology. In addition to providing dramatic views of the river and surrounding landscape, the bluffs create unique habitat for cliff dwelling plant and animal species. Birds that utilize bluff habitat include red-shouldered hawk, red-tailed hawk, broad-winged hawk, bald eagles, turkey vultures, and also nesting birds such as swallows and swifts.

References:

Balaban, N.H.; Olsen, Bruce M.; Mossler, John H.; Book, Paul R. 1984. Geologic atlas of Winona County, Minnesota, C-2, Plate 2, Bedrock Geology, Minnesota Geological Survey, University of Minnesota

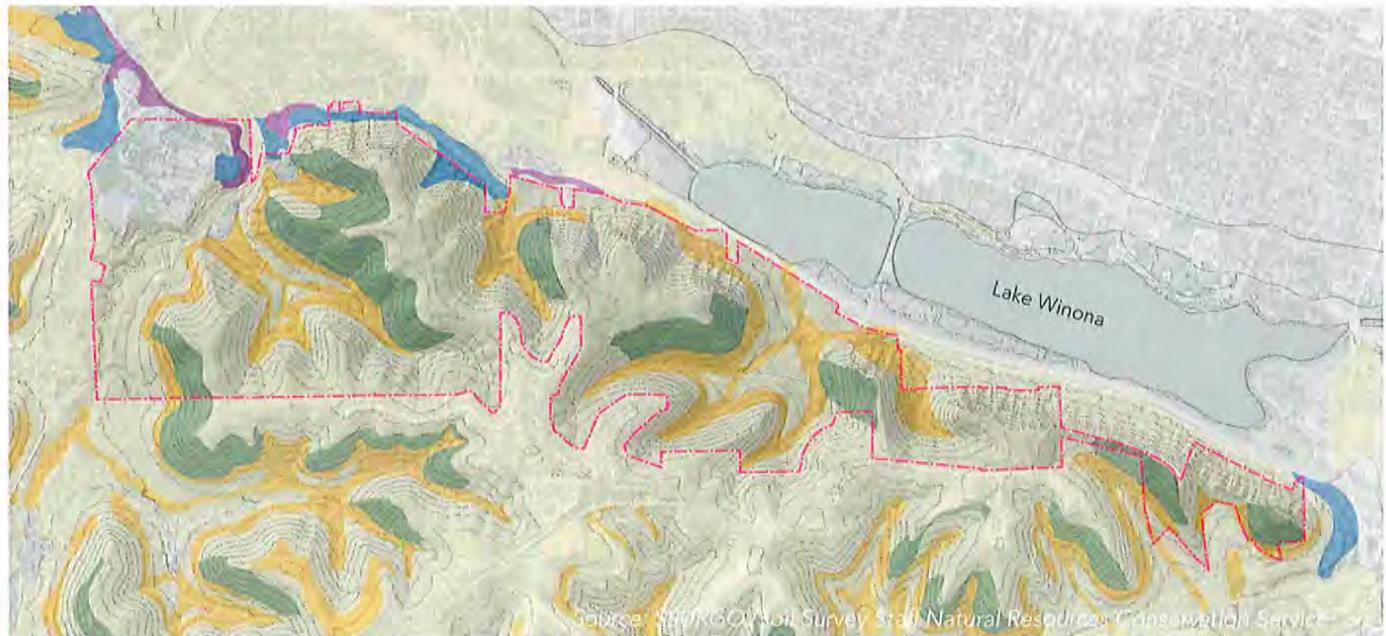
2.2.3 Soils

Figure 2.7 illustrates the soils textures (sand, silt or clay) found in the Bluffs Traverse. Much of the site is covered in fine grained soils as categorized by Unified Soil Classification System (USCS) which, when exposed, are susceptible to erosion. Much of the upper and lower portions of Bluffs Traverse is covered by fine texture clay while a majority of the slopes are classified as silt and organic silts. The United States

Geological Survey (USGS) classifies the silt and clay soils within Bluffs Traverse as moderately to well-drained. The bluff lines and ravine sides are composed of steep, well drained soils and bedrock sandstone and limestone outcrops. Since most of Bluffs Traverse is entirely vegetated and has very limited areas of impervious surface, the surface water quality is high. A great percentage of precipitation landing on the site infiltrates into its permeable soils.

Soil erodibility must be taken into consideration when planning trail development. Particular attention must be given to soils in areas where there are steep slopes, sparse vegetation, and/or ravines where runoff is concentrated. Figure 2.8 shows where the greatest potential for erosion exists. Erosion susceptibility, developed by the Soil Survey Staff, Natural Resources Conservation Service (SSURGO), are estimates based primarily on the slope steepness and the percentage of silt, sand, and organic matter of the soils. It identifies areas where the greatest amount of erosion-control measures will be needed if future development or restoration takes place.

Figure 2.7 - USCS Soils Classification



Bluffs Traverse Conservation & Recreation Area
 50 Foot Contours

USCS Soil Classification

- Clay of Low Plasticity
- Silty Sand
- Organic Silt
- Silt
- Poorly Graded Sand - Silty Sand

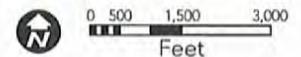
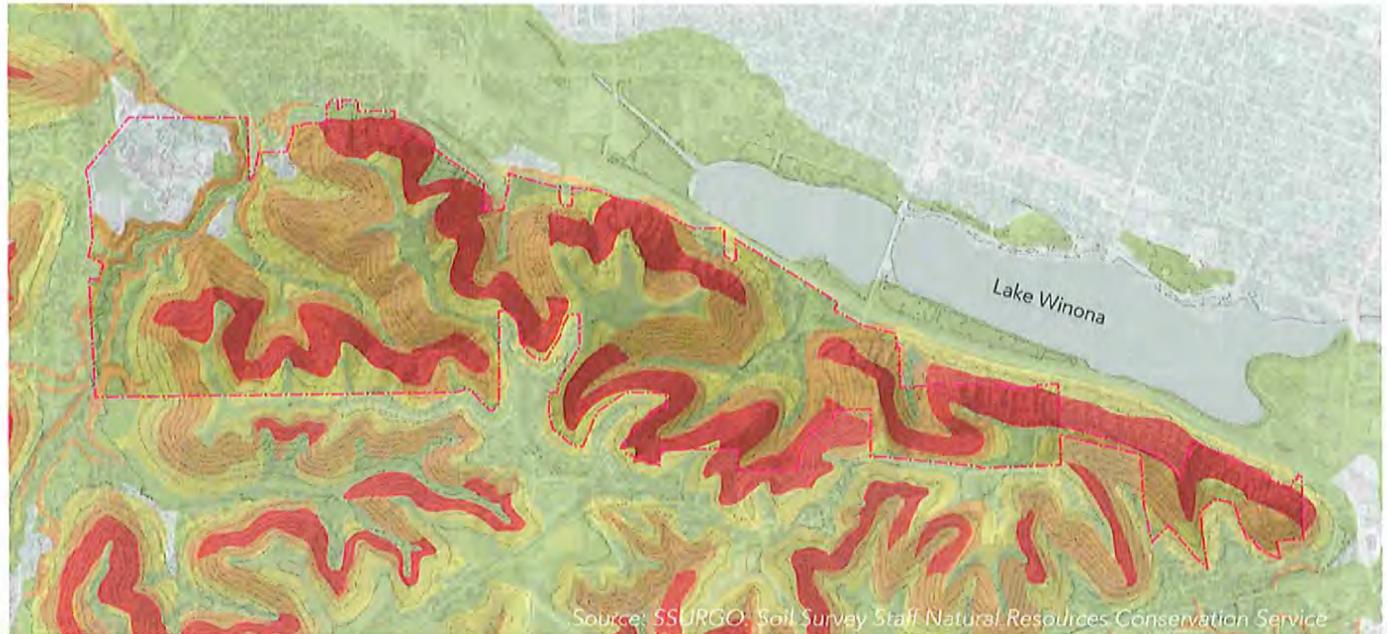


Figure 2.8 - USCS Soils Classification



Bluffs Traverse Conservation & Recreation Area
 50 Foot Contours



Erosion Hazard (SSURGO)

- Very Severe:** Erosion is expected and off-site damage is likely. Erosion-control measures would be costly and generally impractical.
- Severe:** Erosion is very likely and erosion-control measures will be needed.
- Moderate:** Erosion is likely and erosion-control measures may be needed
- Slight:** Erosion is unlikely under ordinary climatic conditions



Earthworm and human activity can leave the soil exposed and prone to erosion

3

Natural Resources Issues and Opportunities

This section describes issues that are contributing to the ecological degradation of Bluffs Traverse, and potential solutions to these problems. Ecological degradation within Bluffs Traverse has been addressed through past efforts such as buckthorn removal, dump clean-up, and erosion control. This positive momentum can continue as further impacts to the park are addressed.

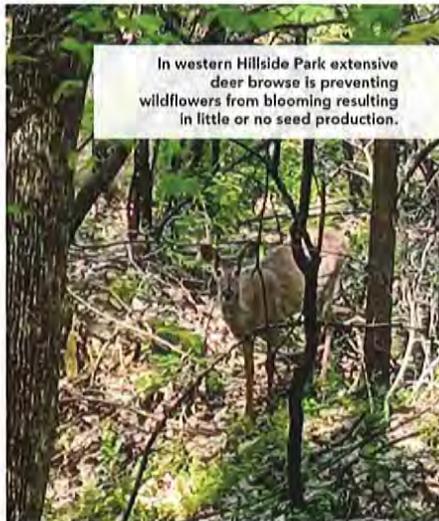


3.1 Deer Overabundance

Deer browse on both woody and herbaceous plants which inhibit native plants' growth. Seedlings of wildflowers, ferns, and young trees, especially oaks, are consumed by deer before they can establish. Many species of trees are not regenerating in Bluffs Traverse. Trilliums should dominate the forest floor in May, but are only sporadically seen in steep areas that deer cannot access. Deer find many non-native plant species unpalatable but enjoy eating sensitive and important native plant species. Deer rarely eat invasive buckthorn, garlic mustard, and Tatarian honeysuckle. This compounds issues related to invasive species management because the desirable native plant species are eaten by deer which frees up space for non-native plant species to colonize. The deer situation is exacerbated by a lack of predators to control deer populations.

Opportunities:

- Implement a deer management program; possibly a bow hunting season.
- Teach park users how these beautiful animals severely impact our native forests and how the damage can be averted.



The number one controllable natural resources issue at Bluffs Traverse is the overabundance of deer. This can be fairly simple and inexpensive to address. Limiting the number of deer will greatly favor native plants and improve habitat for many other animals in Bluffs Traverse!

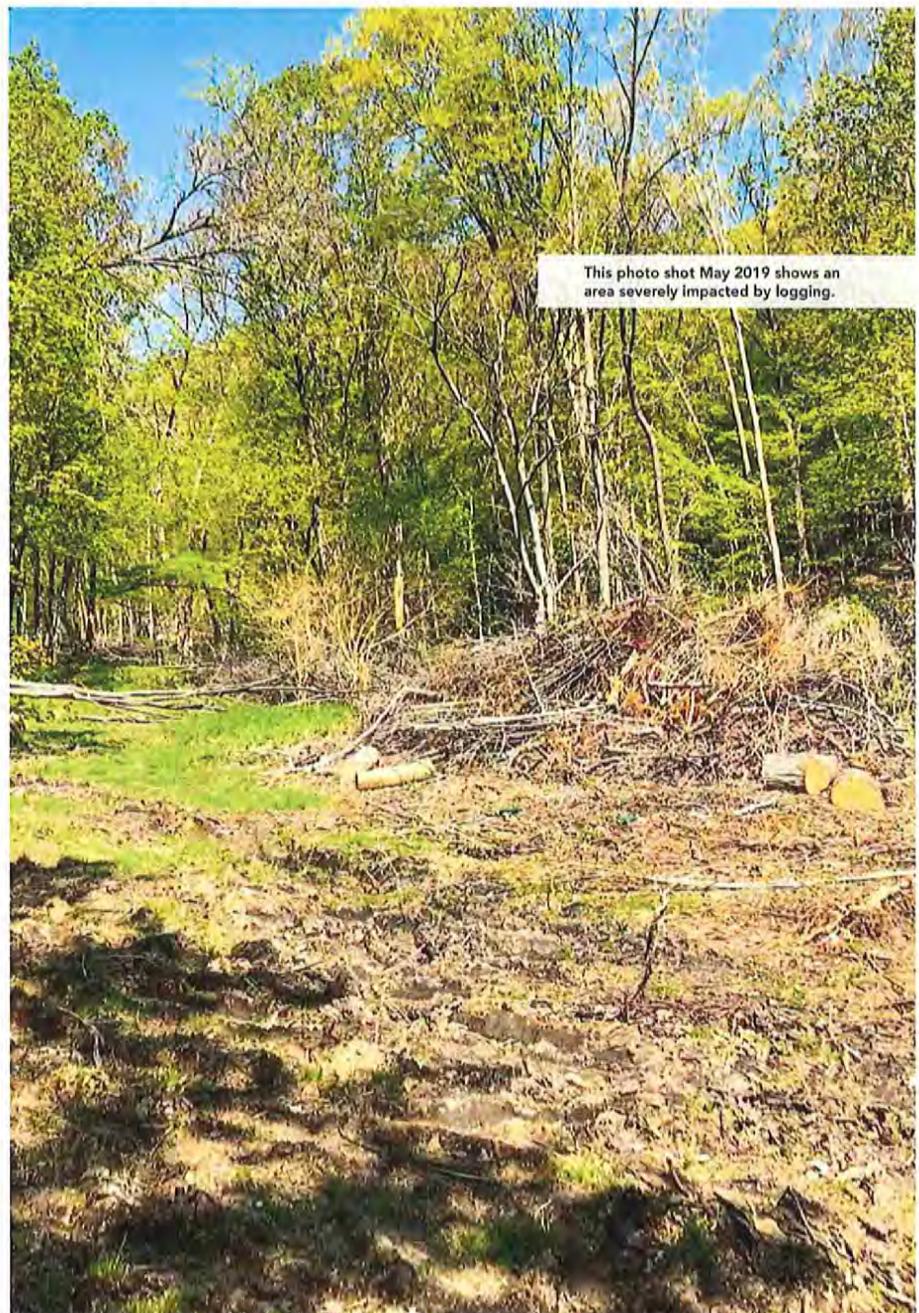
3.2 Logging at Woodlawn Cemetery

In 2019 the forested slopes around Woodlawn Cemetery were aggressively logged. A clear cutting method using heavy equipment was taken leaving an open situation with very disturbed soil. Woody debris was left on the ground making future work in the area difficult. Here invasive species are quickly encroaching including common buckthorn, Tartarian honeysuckle, and garlic mustard. Tree planting or native plant restoration has not occurred. In the face of these

aggressive invasive species a significant effort to regenerate the forest should be taken. No action will result in a thicket of invasive species where native trees and native herbaceous plants will not regenerate.

Opportunities:

- If logging is to occur in the future, selective cutting only a few trees is advised.
- Remove woody debris.
- Plant native trees and seed native herbaceous ground covers.
- Manage plantings for the next twenty years to control invasive species and encourage native plants including trees.



3.3 Invasive Plant Species

An invasive plant is defined as a plant that is not native and has negative effects on our economy, environment, or human health. Invasive plants are aggressive species that grow and reproduce rapidly because few checks and balances occur in the ecosystem. These plant species often form single-species (monotypic) stands that prevent the growth of a diversity of native plants.

Many invasive species have colonized in Bluffs Traverse. Besides degrading wildlife habitat and eliminating native plants, invasive species can result in the erosion of topsoil and the degradation of water quality. An example of this is garlic mustard which can spread to dominate the woodland floor with vigorous spring growth but dies back in August leaving the soil open to erosion from late season storm events. Garlic mustard is found in small patches in many areas of the Traverse. Controlling these species before large populations become established will make future restoration efforts more manageable.

Traverse managers should be on the watch for invasive species on the MN DNR Early Detection Watch List. Early detection target species are non-native, invasive species with limited distribution in Minnesota that are assessed as high risk. These include: black swallow-wort, British yellowhead, Dalmatian toadflax, giant hogweed, Grecian foxglove, tree of heaven, teasel, *Phragmites australis*, Japanese knotweed, Japanese hops, and multiflora rose. As of summer 2019 these species were not present.

Opportunities:

- Develop and follow through with a comprehensive invasive species management program. Include monitoring to detect new invasive species to the Traverse.
- Teach Bluffs Traverse users about the impacts of invasive plant species and show them how they can be identified and controlled such as:
 1. Cleaning bike tires and shoes before entering the natural areas.
 2. Watching for invasive species in the Traverse and notifying staff of their appearance.
 3. Work with volunteer crews to remove invasive species.

Invasive plant species found in Bluffs

Traverse include:

- Garlic Mustard
- Oriental Bittersweet
- Black Locust
- Common Buckthorn
- Tartarian Honeysuckle
- Amur Maple
- Norway Maple
- Yellow And White Sweet Clover
- Common Burdock
- Leafy Spurge
- Spotted Knapweed
- Canada Thistle
- Creeping Charlie
- Smooth Brome
- Japanese Barberry



Garlic mustard was found establishing within high quality woodlands. Invaded sites undergo a decline in native herbaceous cover within 10 years (MN DNR).



Leafy spurge is a perennial plant that has become widespread throughout prairie areas within Bluffs Traverse. Biological control with the beetles is a cost-effective method for greatly reducing infestations at most sites.



Buckthorn infestations can be found throughout Bluffs Traverse in both woodland and open prairie areas. Buckthorn is a threat to wildlife habitat because it will out-compete most native plants species for light, nutrients, and moisture.



3.4 Shrub Encroachment on Bluff Prairies

Mississippi River bluff prairies throughout the region are fast diminishing because of the encroachment of invasive shrubs such as buckthorn and honeysuckle, and native trees such as red cedar. Prairie plants are shaded out by these trees and shrubs. This accounts for the loss of a unique habitat for many pollinator and wildlife species. Many of the bluff prairies within Bluffs Traverse have been completely colonized by shrubs and others are in process. Now is a great time to reverse this trend. At Sugar Loaf technicians have made good progress restoring the bluff prairie.

Opportunities:

- Build from the success of the Sugar Loaf shrub removal project and initiate the restoration of other bluff prairies within the Traverse.
- Regularly burn existing bluff prairies.
- Continue organizing volunteer efforts to remove prairie shrubs and trees.
- Educate park users on the intrinsic value of bluff prairies and now they should be managed.

3.5 Gully Erosion

Storm water drains off the streets, driveways and houses of the neighborhoods above Bluffs Traverse. This water is piped to the Traverse where water dumps into the top of ravines. Serious erosion has occurred when large volumes of stormwater surge down the ravines during large storms. Some deep gullies have formed which will continue to deepen and widen over time if not addressed.

Opportunities:

- Control stormwater at its source; reduce impervious area (streets) within the upper neighborhoods and construct stormwater infiltration basins and rain gardens. This will reduce the amount of runoff by limiting its source and by encouraging water to soak into the ground before it can reach the ravines.
- Work with City leadership to plan for ravine stabilization projects.

3.6 Impact of People

Peoples' direct impacts to the lands of Bluffs Traverse have destroyed areas of native plant community and are contributing to the erosion its hillsides and bluffs. People really enjoy Bluffs Traverse, but unguided activities are having negative effects. Damaging activities include the development of spontaneous trails, climbing on sensitive bluffs, carving within sandstone bluff faces, and the dumping of garbage.

Most of the trails within the Traverse have not been planned or designed. They have either developed spontaneously over time as people walked the same path over time, or occur on old farm or logging roads (see photo on page 35). Trails are a great recreational asset, and the sensitive natural areas of the park are a great natural heritage asset.

Considerations for Multi-Use Trail Construction

Construction of multi-use trails through natural areas can be a significant factor in causing a decline in a native ecosystem. Trails pose a threat to the natural environment as the disturbance can lead to the removal of native vegetation, the introduction of non-native and invasive species, wildlife habitat fragmentation, and wildlife displacement.

Construction of new trails requires the removal of vegetation and the exposure of the soil. As the trail is used the corridor is subject to soil compaction which can lead to further vegetation loss. Thurston & Reader (2001) reported vegetation loss of up to 100% within two weeks of introduction of cycling and hiking activities on previously undisturbed sample plots. The loss of native vegetation and the introduction of human activities can also coincide with the introduction and spread of non-native and invasive species. Crealock (2002) conducted a study of vegetation adjacent to hiking trails, multi-use trails, and bike trails in coastal California, the study found that native plant cover decreased in areas more proximal to trails of all types, and that invasive species were more likely to be found immediately adjacent to trails of all types.

Recreational trails can also, directly and indirectly, impact wildlife. Direct impacts can occur from wildlife collisions, and

A new effort is underway to assess the existing trail system of the Traverse and to both consolidate redundant trails and create new trails to provide better access. The goal is to be intentional about a multi-use trail placement while reducing ecological impact.

Opportunities:

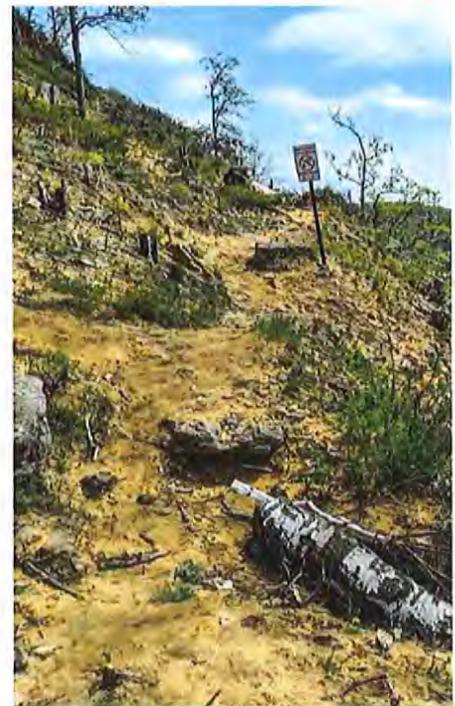
- Thoughtfully design the new multi-use trail system that results in the repair of areas impacted by eroding trails and protects high quality plant communities.
- Follow the International Mountain Biking Association (IMBA) standards for the placement and construction of trails.
- Restrict multi-use trail usage to IMBA guidelines, for example, do not ride cycles on wet trails.
- Establish new trails that direct people away from sensitive habitats.
- Establish or close trails that direct people away from sensitive cliffs, and discourage the etching of sandstone.

indirectly impact wildlife through habitat alteration and stress. Impacts on wildlife can vary by species, Knight and Cole (1991) noted that the introduction of a trail system can cause avoidance behavior in some species and attraction behavior in others to obtain food. Construction of a trail could benefit species that are better adapted to human disturbance and further displace species that are more sensitive to human activities. Impacts to avian species is dependent on nesting and foraging habitat. Thompson (2015) studied the impacts of a recreational trail on forest dwelling bird communities in eastern North America. His study found that birds that nest or forage on the ground were impacted more dramatically than birds nesting and foraging in the tree canopy. The formalization of trails at Bluffs Traverse will help mitigate unwanted environmental impact by avoiding diverse habitats and focusing the trail alignment along habitat edges in less sensitive areas.

The following guidelines were developed for multi-use train planning and are mapped in Figure 3.1:

A Quality Ecological Area (Avoid new trail construction)

- Consider removing existing trails to protect habitat
- If trails are necessary, use existing trails
- Remove and restore or stabilize existing trails
- Place new trails beyond the edge of high quality plant communities in adjacent lower quality area



B Quality Ecological Area (Careful trail placement)

- Use existing trails where possible
- Avoid tree removal; minimize soil and plant community impact
- Design new trails to International Mountain Bike Association (IMBA) standards
- Largest grading equipment to be used shall be a walk behind skid-steer

C Quality Ecological Area (Preferred for new trails)

- Use existing trails where possible
- Avoid removal of mature native trees
- Design new trails to the International Mountain Bike Association (IMBA) standards

References:

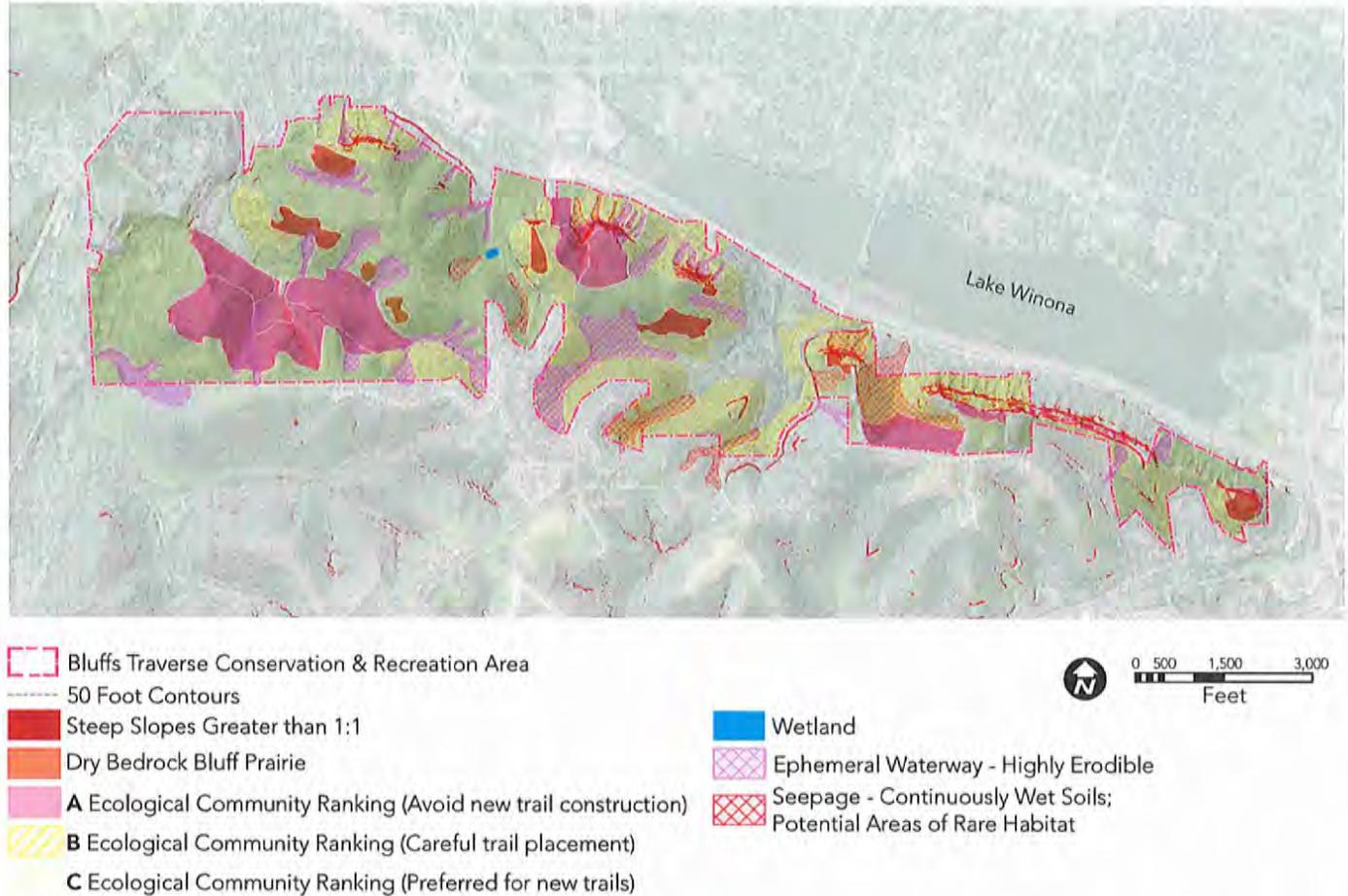
Thurston, Eden, & Richard J Reader. 2001. Impacts of Experimentally Applied Mountain Biking and Hiking on Vegetation and Soil of a Deciduous Forest. *Environmental Management*, vol.27 no.3, pp.397-409

Crealock, Anne G. impacts 2002. *The Role of Trails and Trail-Users in the Spread of Non-Native Plants*. MSC Thesis, San Jose State University

Thompson, Bill. 2015. *Recreational Trails Reduce the Density of Ground-Dwelling Birds in Protected Areas*. Springer Science + Business Media New York

Knight, R.L., & Cole, D.N. (1991). Effects of recreational activity on wildlife in wildlands. *Transactions of the North American Wildlife and Natural Resource Conference*, 56, 238-247

Figure 3.1 - Ecological Guidelines for Trail Placement



3.7 Climate Change

Climate change is impacting Bluffs Traverse and will increasingly impact the area through time. In Minnesota, climate change is manifesting with warmer winters (especially increasing night-time lows), increasing precipitation and storm intensity (more heavy rains and fewer slow soaking events), and greater snow events. According to DNR State Climatologist Kenny Blumenfeld, increased summer day-time temperatures and increased occurrence of drought has not yet been experienced in Minnesota (although night-time lows have been increasing). These changes are, however, predicted to increase within the next 10 - 20 years. Park users and managers can expect more heat and drought in the near future.

Climate change further aggravates the ecological issues discussed above. As Winona experiences greater swings in temperature and precipitation, insects, birds, trees, wildflowers, and soil microorganisms are forced to tolerate conditions beyond those through which they have evolved. Diseases more readily

occur in stressed plants and animals, native species might die out and invasive species take their place, and thus we lose our rich natural heritage. In addition, downed trees and erosion from severe storms is an increasing concern.

The stewardship section of this plan puts forth a strategy and methods for protecting the natural resources of Bluffs Traverse. As park users and managers, we must be alert to the changes occurring in this and all of Winona's natural areas.

Opportunities:

- Implement a monitoring program to track changes in soils, wildlife and in the plant communities. Especially watch for new invasive plant species.
- Develop and implement an adaptive management plan for Bluffs Traverse.
- Implement the stormwater management projects in the neighborhoods above the traverse to reduce stormwater running through the Traverse.
- Plant a few select, more southerly native plant species to the park, in anticipation of shifts in habitat suitability.

- Implement the management strategies outlined in Section 4 of this document.

3.8 Earthworms

It comes as a surprise to many people that earthworms are not native to the U.S. They are seriously impacting Minnesota's forests including those of Bluffs Traverse. Earthworms have been in the area so long and are so dominant that people think they have always been here. But our forests did not evolve in the presence of earth worms. These worms, of which there are many species including night crawlers, rapidly consume the duff on the forest floor leaving the soils exposed by mid-summer. This results in soil moisture and nutrient loss, erosion, and prevents the reproduction of native tree and wildflower species that require the protection of duff to regenerate.

The parts of Bluffs Traverse that have been taken over by earthworms lack wildflowers, ferns, and young native trees. Unfortunately there are no effective

earthworm management techniques. Planting worm-tolerant species such as Pennsylvania sedge that withstand earthworms can provide soil stability and some native plant diversity in these areas.

Opportunities:

- Plant native forest herbaceous species that are able to tolerate the presence of earthworms including: Pennsylvania sedge, zig-zag goldenrod, columbine and jack-in-the-pulpit.
- Plant native trees that are not naturally reproducing under the canopy of existing trees.
- Educate park users about the impact of earthworms and how they affect Minnesota forests.

3.9 Past Natural Resources Management

To date natural resources management has not been a priority for Bluffs Traverse, having received little funding. Nature has been allowed to take its unguided course in the face of degrading forces described above. Now is the time to initiate intentional and regular management of this beautiful resource. This document can serve as a catalyst for securing regular funding of the management of Bluffs Traverse.

Opportunities:

- Continue educating park users, park managers, and City Council about the value and fragility of Bluffs Traverse.
- Provide consistent budget for natural resources management.
- Apply for grants to restore and manage natural resources.
- Continue to inspire citizens and park managers about the great value of their work and involvement.



This photo shot May 2019 near Holzinger Lodge shows an area severely impacted by earthworms. At this time of year a carpet of wildflowers and ferns should be visible. Very few seedling trees exist. Eventually, as mature trees die, this forest could be taken over by invasive species.



Intensive restoration efforts were taking place in the prairie and savanna area near the Garvin Heights overlook during 2019.

4

Management Recommendations

Purpose

The purpose of protecting and regenerating natural resources at Bluffs Traverse is to:

- **Allow people to experience the natural heritage of the area.**
- **Demonstrate the native plant community regeneration process.**
- **Provide habitat for a great diversity of native plants and wildlife indigenous to the area.**

Objectives

Management objectives for Bluffs Traverse include:

- **Increase native plant diversity**
- **Minimize the invasive species cover**
- **Prevent new non-native species encroachment**
- **Manage deer to minimal populations**
- **Reduce erosion/limit stormwater runoff from adjacent properties**



4.1 Regeneration Priorities

An adaptive management approach is recommended for Bluffs Traverse (described in the following section) to preserve and enhance this unique resource. The intention is to guide the plant community to be more resilient (through diversity), so it does not degrade to invasive weeds and lose its intrinsic beauty.

Regeneration of the native plant communities of Bluffs Traverse at this point in time should focus on three tasks:

1. **Deer population management**
2. **Invasive plants management**
3. **Discontinue the logging at Woodlawn Cemetery and restore native plants to impacted areas.**

Deer, in their current population, are a significant hindrance to native plant community regeneration due to their extensive grazing. A deer management program should be developed to prevent further damage and allow for vegetation recovery. The Minnesota Department of Natural Resources is available to advise on an effective approach. Many methods of control are available including fencing, sterilization and culling. A simple and effective and safe method is to organize bow hunting within the parks. This is highly recommended.

Logging within the forest around Woodlawn Cemetery has left conditions favorable for invasive plant species establishment. No effort has been taken to regenerate native forest in the impacted area. Planting of native trees and native herbaceous ground covers should occur. It is critical to control invasive species in the area for the next twenty years to allow for native plant regeneration. This will also prevent the area from becoming a seed source of invasive plants that could spread to the rest of Bluffs Traverse.

Invasive plant management is described in section 4.2.





Spontaneous trails have developed as people walk downhill from Garvin Heights overlook. This is resulting in plant destruction and erosion.

4.2 Native Plant Community Regeneration Strategy

The regeneration of native plant communities at Bluffs Traverse should begin within the core areas of highest ecological potential identified in Figure 4.1. These native plant communities are of highest quality and their regeneration will be cost effective and successful. Here an intense focus on invasive species removal should be prioritized, with the aim of eliminating invasive species competition and allow native plant regeneration. As the core areas are restored and native plants rebound, they will reproduce and spread to adjoining areas. It is critical that these activities be conducted concurrent with deer management.

The effort in the core ecological areas will be minimal since invasive species presence is low. Moving away from the core areas into further degraded habitats will require more intensive efforts. The goal is to establish a diverse and protected stand of native plants, and to then repeat invasive species management steps in adjacent areas to expand the area of regeneration. It is best to protect the highest quality areas first to preserve biodiversity. Eventually the entire Traverse could be in the process of regeneration as efforts expand from the cores. Figure 4.2 illustrates goals for eventual native plant communities (target plant communities). The speed at which regeneration is implemented will depend upon funding and City staff capacity for overseeing or conducting the management work.

An independent restoration effort should be taken to repair the damage done to the native forests of Woodlawn Cemetery. This should include the removal of woody debris throughout the area impacted, along with the planting of native trees and native herbaceous plants. It will be critical to manage this area for the next twenty years to combat the encroachment of invasive plant species. This is a wound on the land that must be tended to prevent infectious invasive species from colonizing the rest of Bluffs Traverse.

Figure 4.1 - Native Plant Community Regeneration Strategy

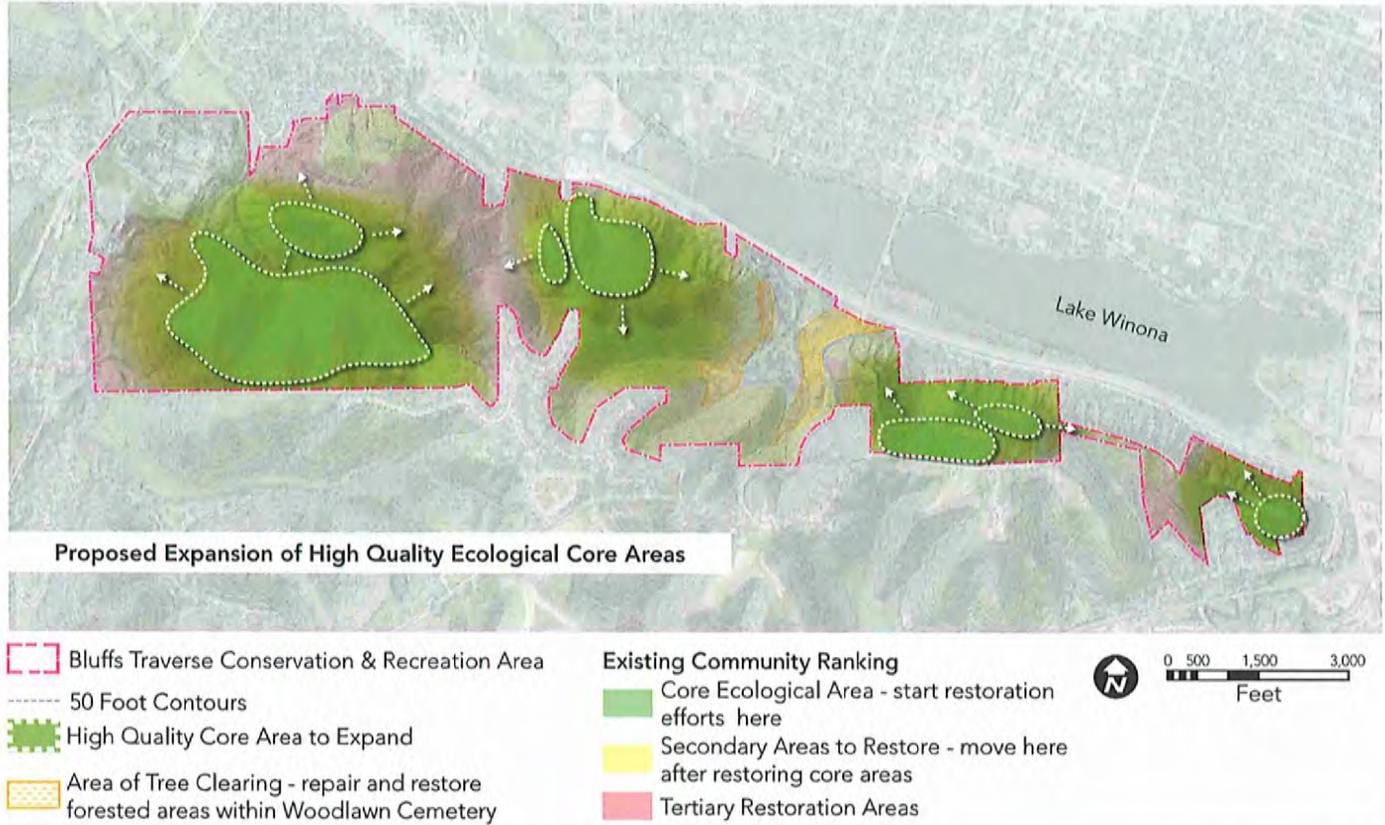


Figure 4.2 - Target Plant Communities

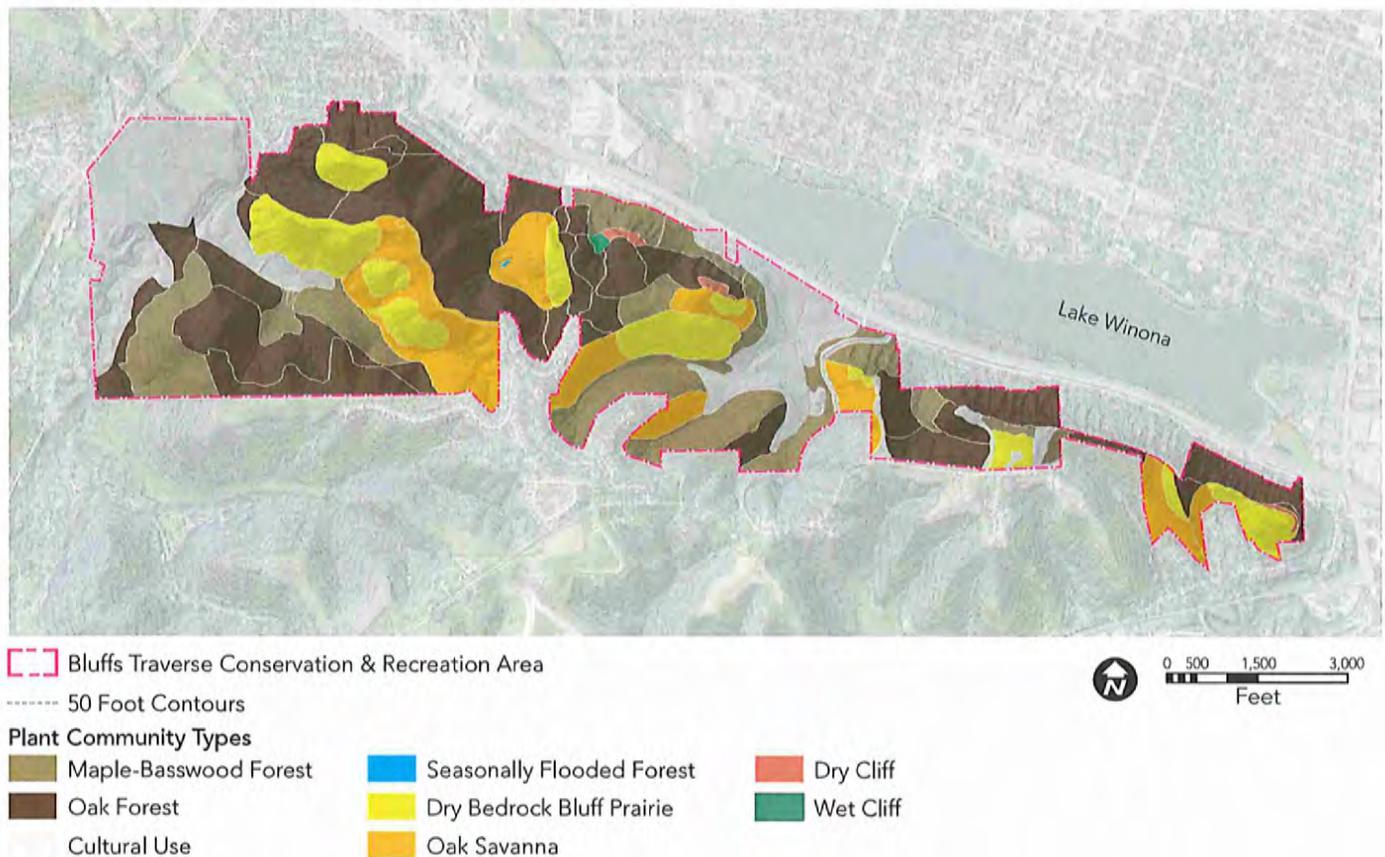
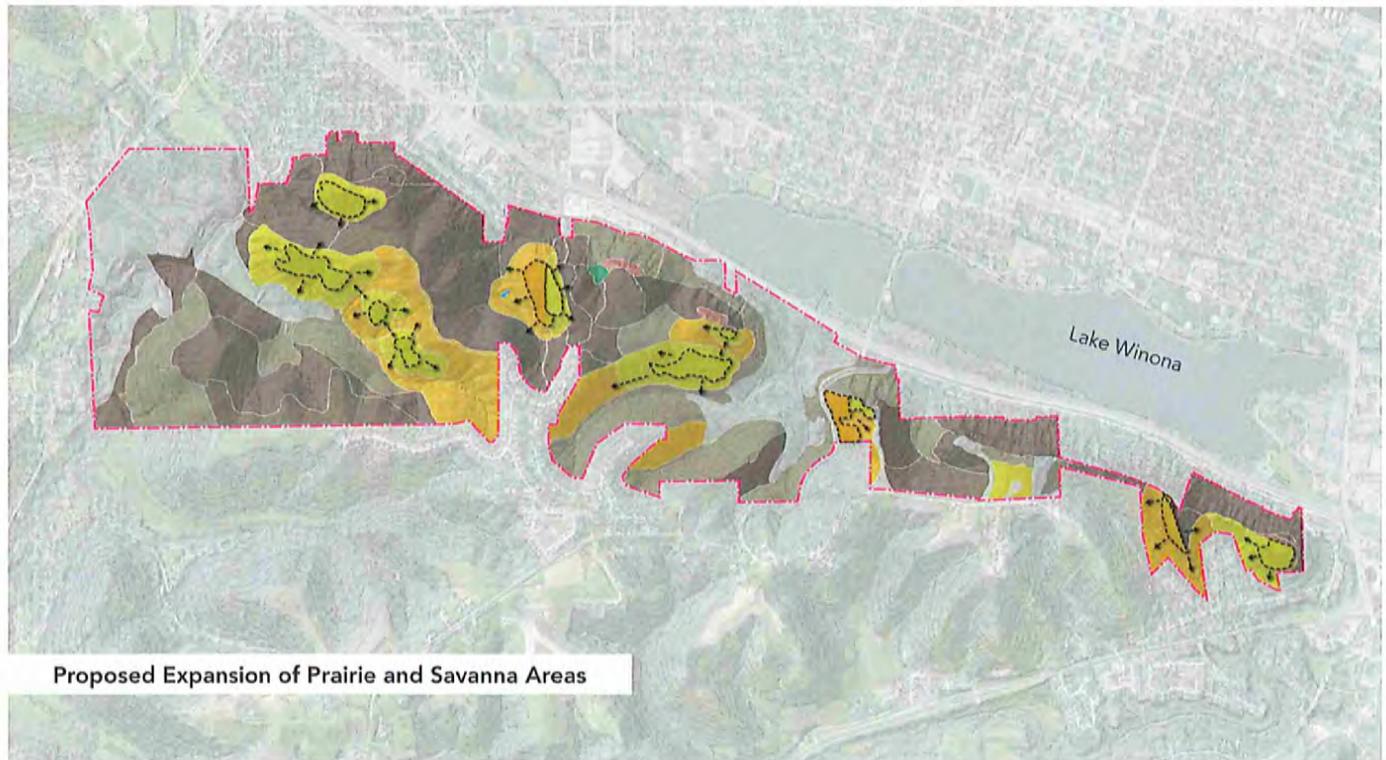
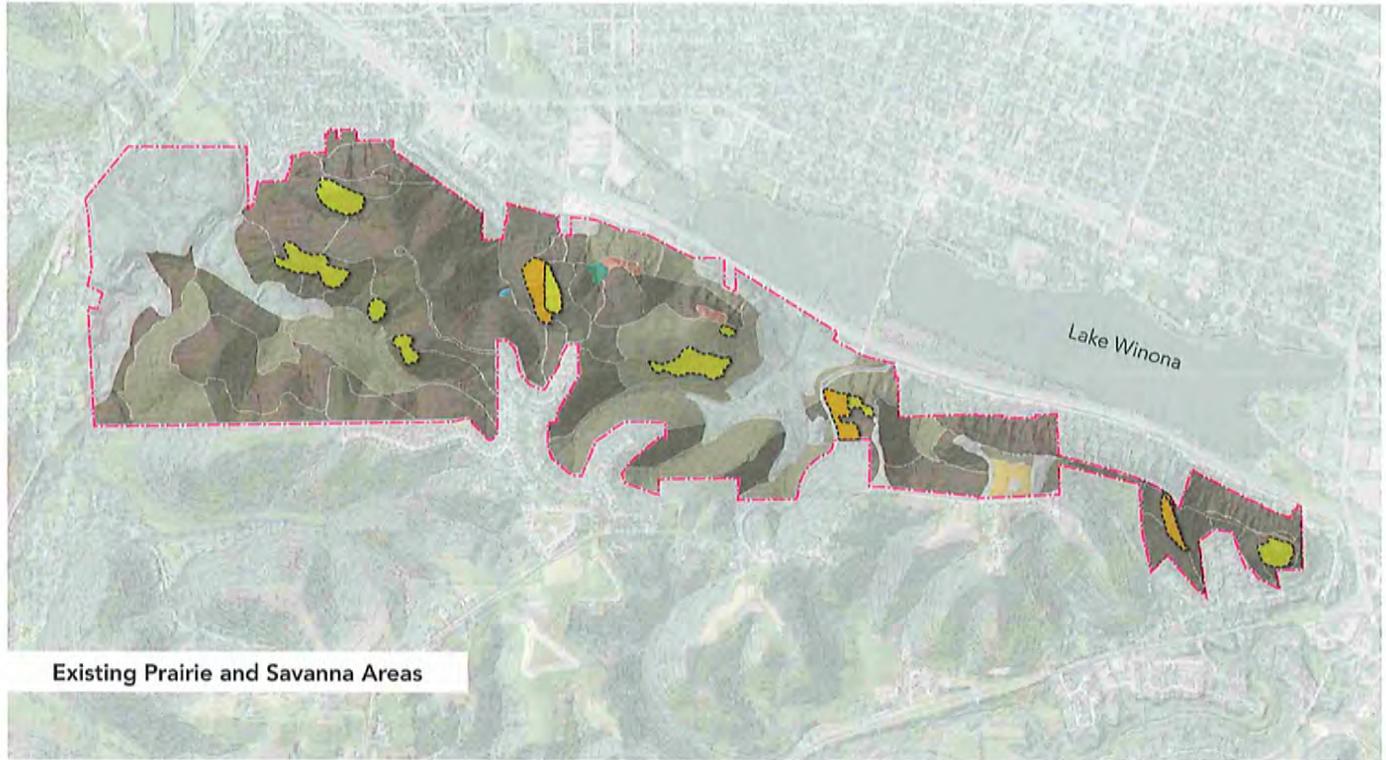


Figure 4.3 - Expanding Existing Prairie and Savanna Area



4.3 Adaptive Management Approach

An adaptive management approach for native plant community regeneration is recommended. Adaptive management is an iterative process of decision making in the face of uncertainty, with an aim of reducing uncertainty over time via system monitoring. It is a systematic approach for improving resource management by learning from management outcomes including but not limited to:

- Invasive species establishment and eradication success
- Native plant establishment failure and success
- Further disturbance by people and wildlife
- Climate impacts

Adaptive management is an incremental process of testing a management technique, observing its effectiveness, and then adjusting the technique in response. This iterative process takes time, but is vital to successful management.

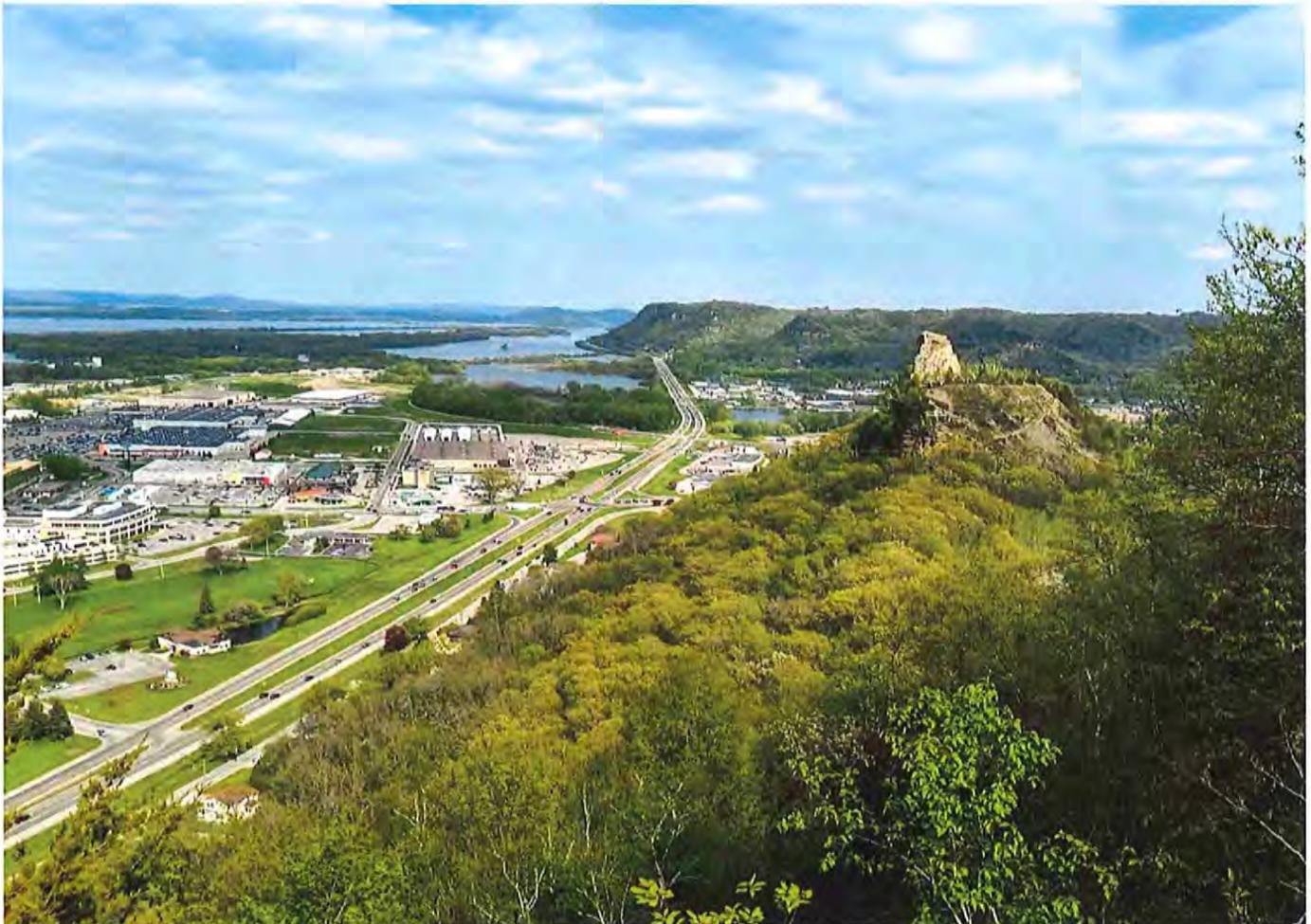
Adaptive management steps for Bluffs Traverse include:

- Secure funding for vegetation management at Bluffs Traverse.
- Strategize how and by whom management will be conducted for each land owner group. Will the work be done by native plant community regeneration contractors, staff, volunteers, or a combination of all sources?
- Conduct an annual spring site assessment starting at each of the ecological cores to identify issues and define management goals for that year. Develop a maintenance plan for the year to include timing and activities involved.
- Native plant community management will primarily involve invasive plant species control. Ideally three management visits would be conducted each year to control invasive weeds, inspect for human and wildlife impacts, inspect for erosion problems, and identify miscellaneous issues.
- Discuss management progress at the end of each growing season to prepare for the next.

4.4 Conclusion

Bluffs Traverse requires care in order to preserve this beautiful natural resource. Like parks around the nation, the Traverse is being loved to death – meaning that through active use (which is encouraged) these places are being damaged. The native plant communities of Bluffs Traverse must be maintained in order to withstand all of the negative forces it is experiencing.

Funding for management of Bluffs Traverse should be made a priority, and grants are available to supplement. Simple actions that take little effort can have great effect such as routing trails away from sensitive areas, and initiating annual deer hunts. It is up to us to protect and regenerate our natural areas to preserve the incredible benefits they provide.



Appendices



4.1 Regeneration Priorities

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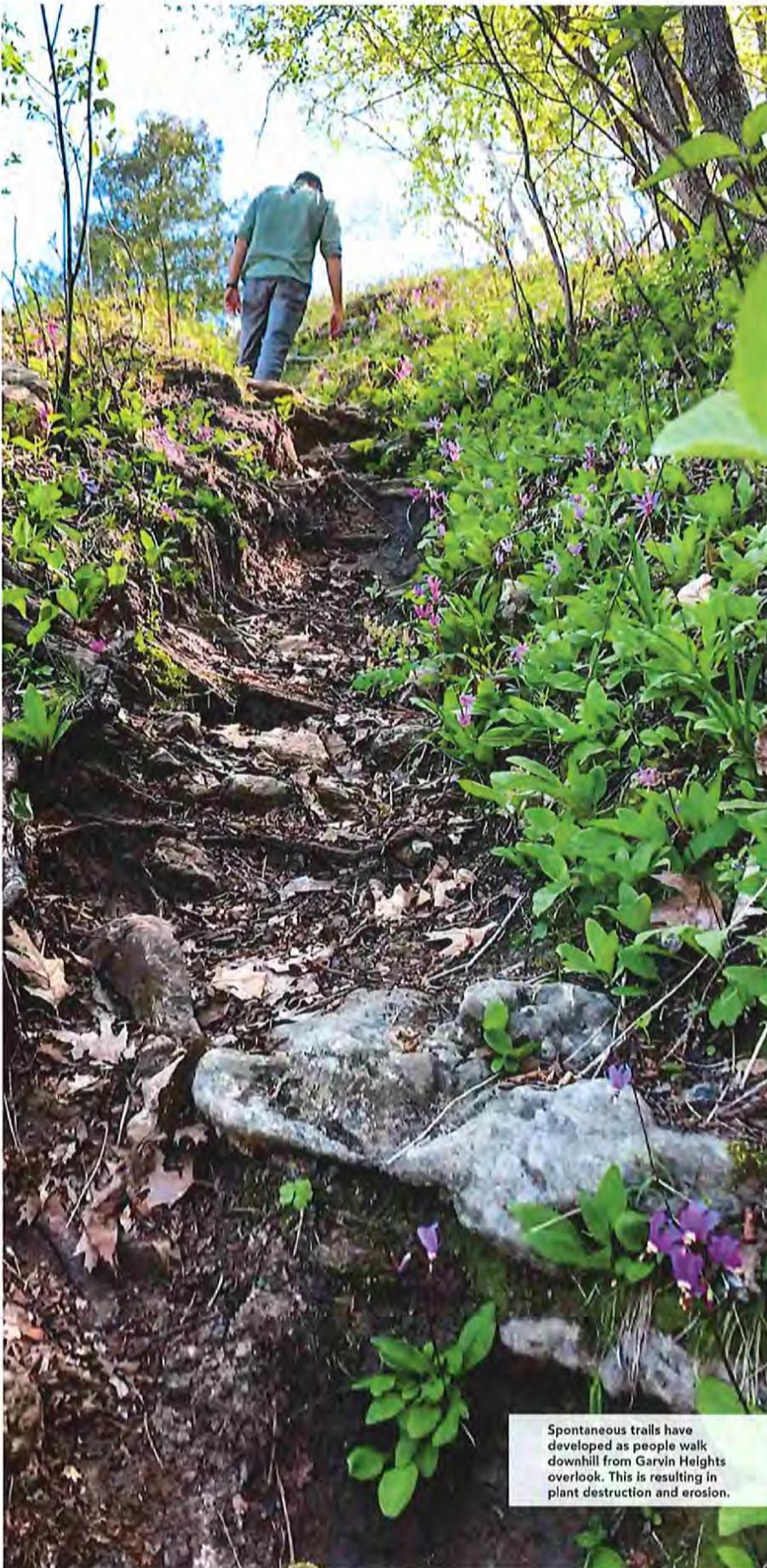
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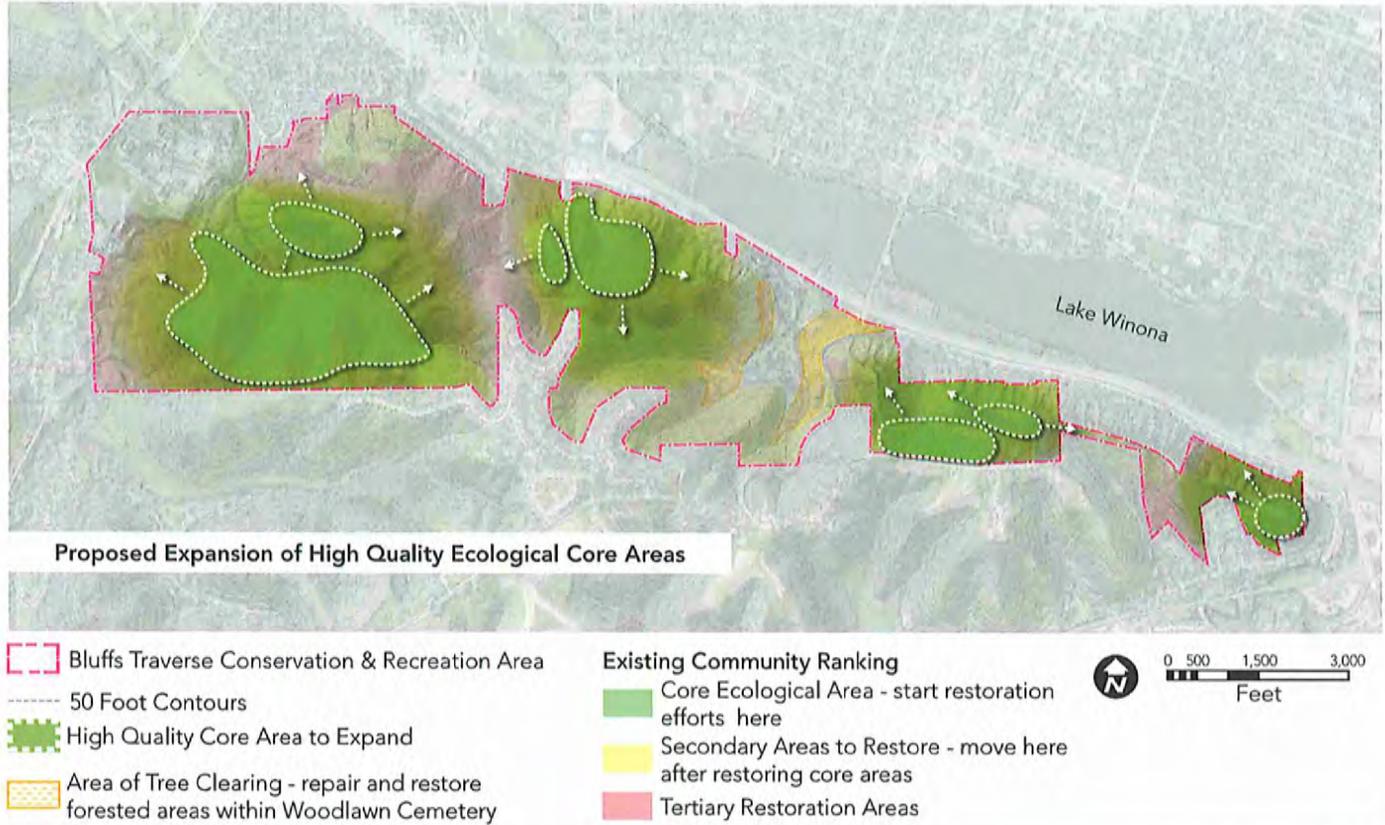


Figure 4.2 - Target Plant Communities

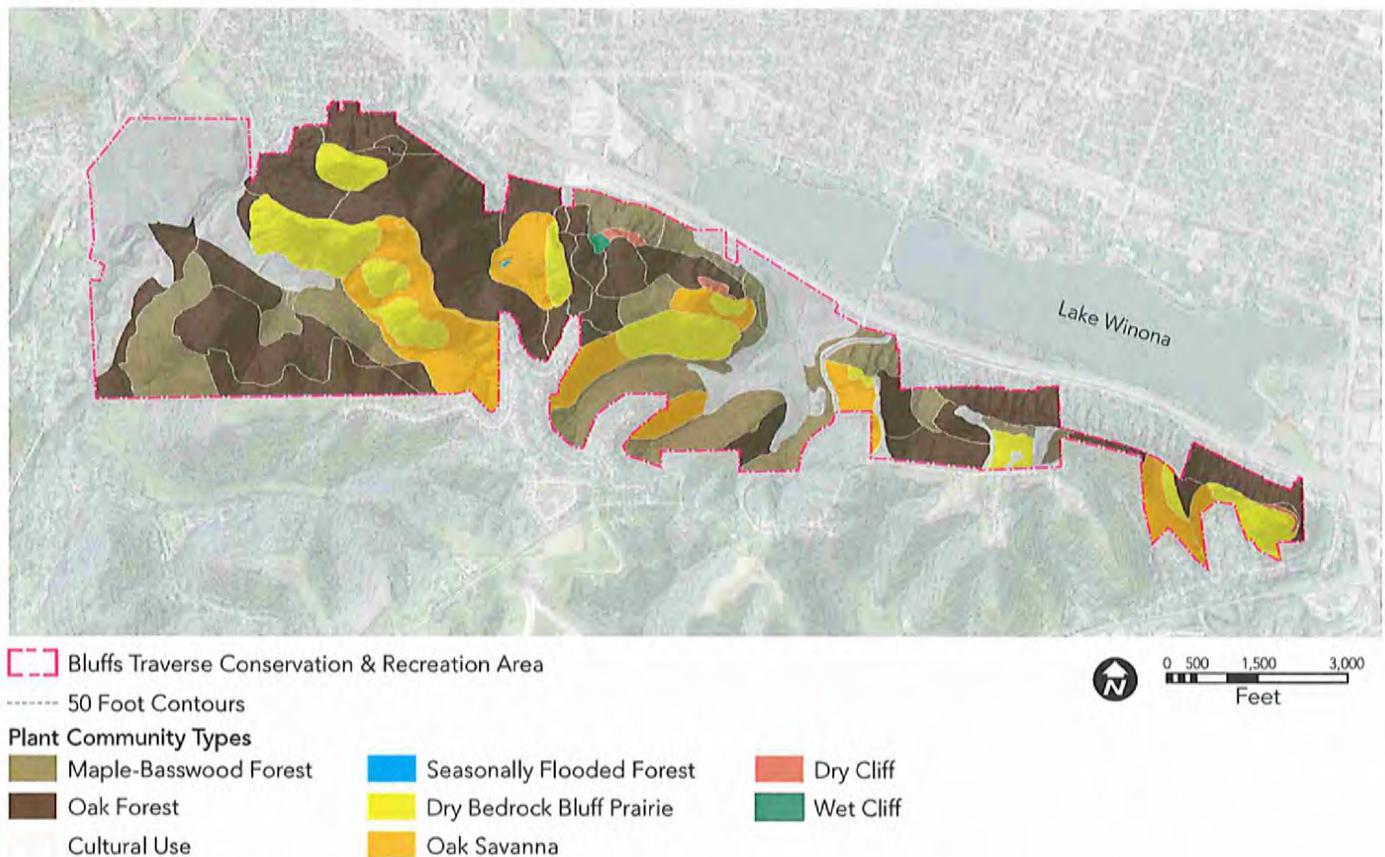
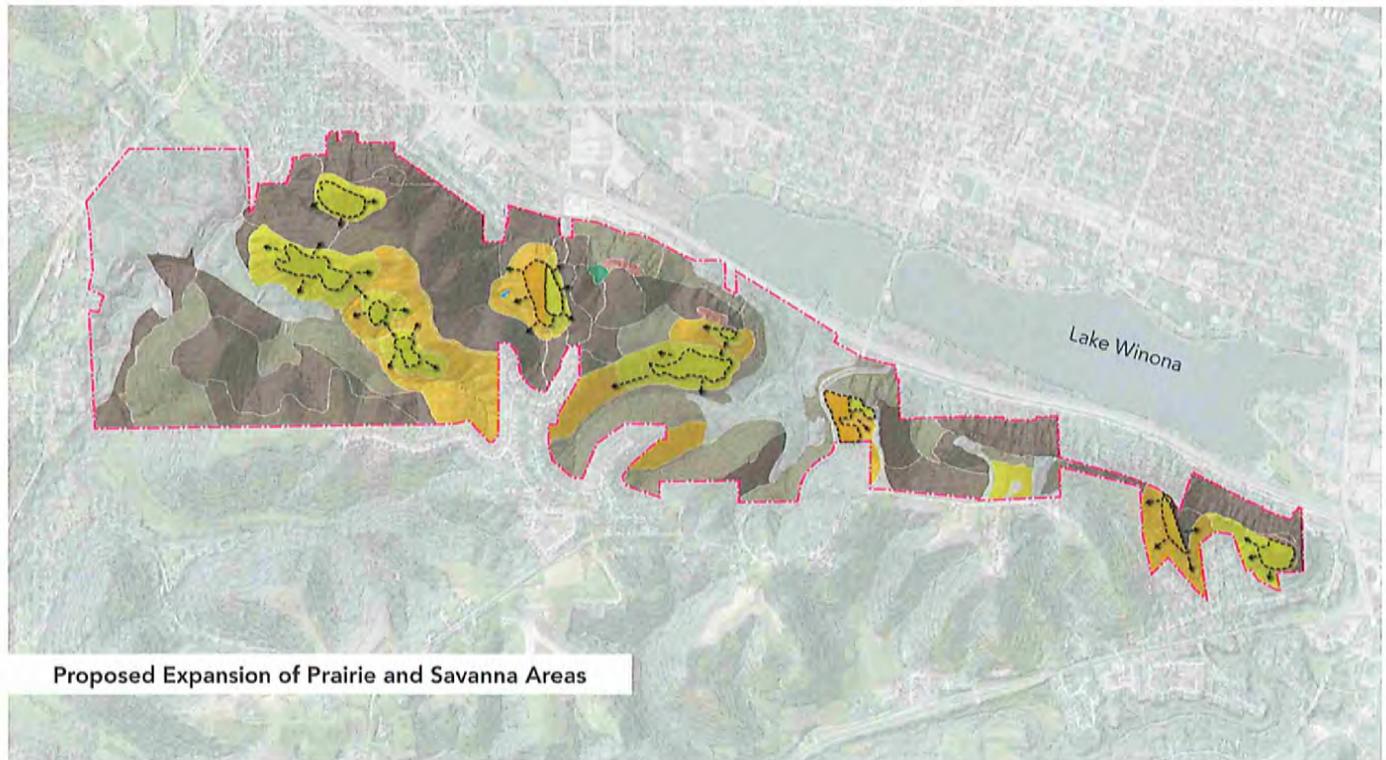
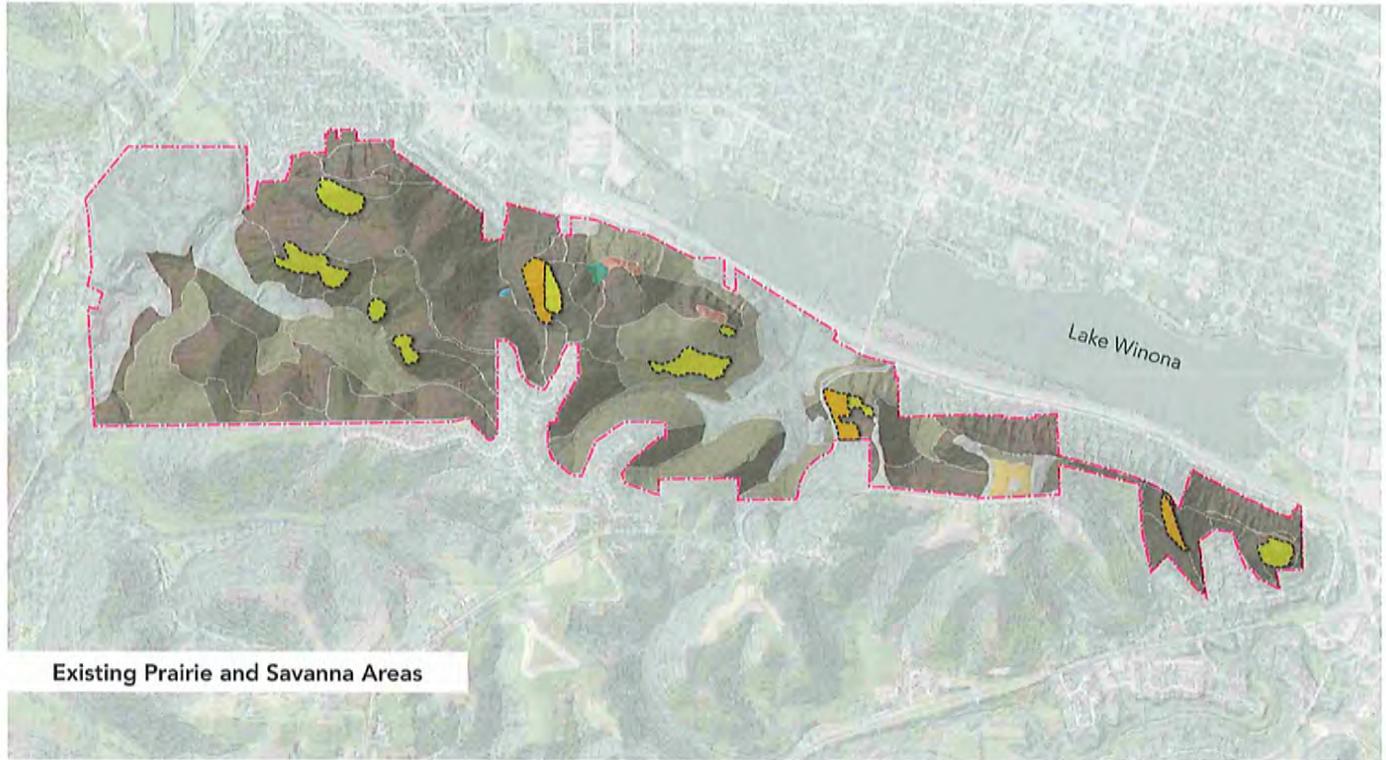


Figure 4.3 - Expanding Existing Prairie and Savanna Area



 Bluffs Traverse Conservation & Recreation Area

----- 50 Foot Contours

Plant Community Types

Maple-Basswood Forest

Oak Forest

Cultural Use

Seasonally Flooded Forest

Dry Bedrock Bluff Prairie

Oak Savanna

Dry Cliff

Wet Cliff



0 500 1,500 3,000
Feet



Expand Plant Community

4.3 Adaptive Management Approach

An adaptive management approach for native plant community regeneration is recommended. Adaptive management is an iterative process of decision making in the face of uncertainty, with an aim of reducing uncertainty over time via system monitoring. It is a systematic approach for improving resource management by learning from management outcomes including but not limited to:

- Invasive species establishment and eradication success
- Native plant establishment failure and success
- Further disturbance by people and wildlife
- Climate impacts

Adaptive management is an incremental process of testing a management technique, observing its effectiveness, and then adjusting the technique in response. This iterative process takes time, but is vital to successful management.

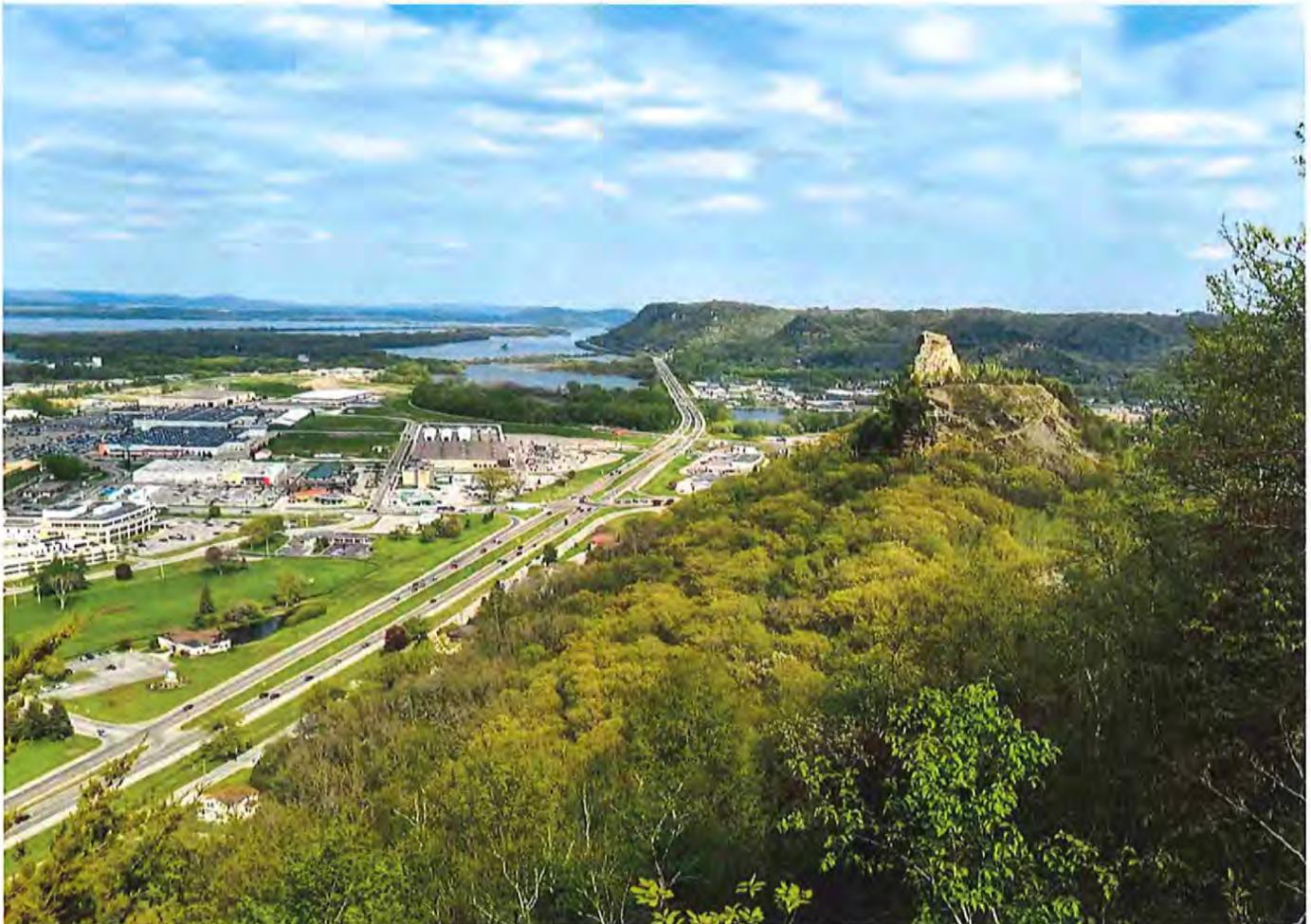
Adaptive management steps for Bluffs Traverse include:

- Secure funding for vegetation management at Bluffs Traverse.
- Strategize how and by whom management will be conducted for each land owner group. Will the work be done by native plant community regeneration contractors, staff, volunteers, or a combination of all sources?
- Conduct an annual spring site assessment starting at each of the ecological cores to identify issues and define management goals for that year. Develop a maintenance plan for the year to include timing and activities involved.
- Native plant community management will primarily involve invasive plant species control. Ideally three management visits would be conducted each year to control invasive weeds, inspect for human and wildlife impacts, inspect for erosion problems, and identify miscellaneous issues.
- Discuss management progress at the end of each growing season to prepare for the next.

4.4 Conclusion

Bluffs Traverse requires care in order to preserve this beautiful natural resource. Like parks around the nation, the Traverse is being loved to death – meaning that through active use (which is encouraged) these places are being damaged. The native plant communities of Bluffs Traverse must be maintained in order to withstand all of the negative forces it is experiencing.

Funding for management of Bluffs Traverse should be made a priority, and grants are available to supplement. Simple actions that take little effort can have great effect such as routing trails away from sensitive areas, and initiating annual deer hunts. It is up to us to protect and regenerate our natural areas to preserve the incredible benefits they provide.



Appendix B

Funding Sources

The table below lists a variety of grant funding sources that are potentially available for natural resource improvement projects at Bluffs Traverse.

Table 4.3 Grant Funding Sources

Grant Program	Category	Sponsor Agency	General Info
BWSR Cooperative Weed Management Areas (CWMAs)	Natural Resources/ Habitat Protection	BWSR	<p>Cooperative Weed Management Areas are partnerships of federal, state and local government agencies along with tribes, individual landowners and various other interested groups that manage noxious weeds or invasive plants in a defined area. The program goals include:</p> <ul style="list-style-type: none"> • Develop and sustain strong partnerships between landowners, government units and other interested partners to manage invasive species across geographic boundaries. • Control emerging weed threats and manage invasive species that threaten natural areas and conservation lands. • Facilitate the removal of invasive plant species through an integrated pest management approach, and the restoration/reconstruction of native plant communities through an ecosystem approach that may include replanting management areas with native vegetation.
Clean Water Partnership Loan Program	Water Quality	MPCA	<p>The MPCA is accepting applications for water resource projects to be funded through the CWP Loan Program (approximately \$11 mill available). Application will be accepted from local governmental units (LGUs) interested in leading a project for protection or improvement of groundwater or surface water bodies from nonpoint sources. Applicants awarded loan funds may begin project work after the loan agreement is executed and project workplan is approved. No reimbursable costs may be incurred prior to execution of the loan agreement.</p>
Conservation Corps Minnesota Clean Water Fund: Crew Labor	Water Quality	BWSR	<p>Funds are available for Conservation Corps crew labor only for the purpose of protecting, enhancing and restoring water quality in lakes, rivers and streams and to protect groundwater and drinking water sources from degradation. Project proposals should demonstrate measurable outputs to achieve water quality objectives through the implementation of BMPs. Projects that focus on retaining water on the land through native plantings versus habitat restoration are preferred.</p>

	Eligibility	Link to Website	Contact Information
	<p>SWCDs are the only eligible applicants. Other organizations may consider applying in partnership with SWCDs to help develop and run the Cooperative Weed Management Area project. Newly developing and existing CWMA are eligible for this RFP.</p>	<p>http://www.bwsr.state.mn.us/grants/cwma/CWMA.html</p>	<p>Program Manager Dan Shaw Phone: (651) 296-0644 dan.shaw@state.mn.us</p>
	<p>Only LGUs that meet the following criteria are eligible to apply for loans:</p> <ul style="list-style-type: none"> • LGU has the ability to pledge its full faith and credit to ensure repayment of a project implementation loan • LGU has the authority to generate cash revenues for the repayment of a loan • LGU has the authority to enter into a loan agreement with the MPCA <p>LGUs that meet these requirements include counties, cities, townships, tribes, watershed districts, and watershed management organizations. Joint powers organizations composed of previously mentioned entities are also eligible, but must submit a resolution from at least one LGU that meets the eligible criteria stating that they will participate in the project as a loan sponsor. Local soil and water conservation districts and other LGUs that are not eligible to serve as a loan sponsor may partner as a project sponsor with another government entity, such as a county or watershed district, which will serve as the loan sponsor.</p>	<p>https://www.pca.state.mn.us/water/financial-assistance-nonpoint-source-water-pollution-projects-clean-water-partnership-and</p>	<p>Cindy Penny Phone: 651-757-2099 cynthia.penny@state.mn.us</p>
	<p>Counties, Cities, SWCDs, Watershed Districts and Watershed Management Organizations</p>	<p>http://conservationcorps.org/clean-water-funding</p>	<p>Brian Miller Phone: (651) 209-9900 ext. 19 brian.miller@conservationcorps.org</p>

Grant Program	Category	Sponsor Agency	General Info
Conservation Partners Legacy Grant Program - Expedited Conservation Projects	Natural Resources/ Habitat Protection	MN DNR	Grant program to restore or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. Program provides non-competitive grants from \$5,000 to \$50,000 with a 10% non-state match requirement, and project cost cap of \$75,000. Restoration and enhancement projects will only be funded on lands in public ownership or waters designated as public waters. All project sites must be open to the public for all seasons of hunting and fishing.
Conservation Partners Legacy Grant Program - Traditional Projects	Natural Resources/ Habitat Protection	MN DNR	Grant program to restore or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. Program provides competitive grants of \$5,000-\$400,000 with a 10% non-state match requirement and a total project cost cap of \$575,000. Restoration and enhancement projects will only be funded on lands in public ownership or waters designated as public waters. All project sites must be open to the public for all seasons of hunting and fishing.
Environmental and Conservation Partnerships Grant Program	Natural Resources/ Habitat Protection	MN DNR	Program to encourage the enhancement of fish, wildlife, and native plant habitats; research and surveys of fish and wildlife directly related to specific habitat improvement projects; and to encourage environmental projects and related education activities through cooperation by private organizations.
Federal Recreational Trail Program	Recreation	MN DNR	Motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/ rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
Forest Stewardship Program	Natural Resources/ Habitat Protection	MN DNR	Cost share program to provide technical advice and long range planning to interested land owners. Forest stewardship plans are the outcome of the program- plans are designed to meet landowner goals while maintaining the sustainability of the land.
Lessard-Sams Outdoor Heritage Fund	Natural Resources/ Habitat Protection	Lessard-Sams Outdoor Heritage Council	The mission of the Outdoor Heritage Fund is to protect, restore, and enhance wetlands, prairies, forests and habitat for fish, game and wildlife. Priorities vary by region- see website for more information.
Minnesota ReLeaf Program	Natural Resources/ Habitat Protection	MN DNR	Program to assist communities with planting and caring for their trees, to increase energy conservation, to reduce atmospheric carbon dioxide, and to achieve other environmental benefits.
Minnesota's Environment and Natural Resources Trust Fund	Water Quality	Legislative-Citizen Commission on Minnesota Resources (LCCMR)	Funding is available for projects that provide multiple ecological and other public benefits in at least one of the following seven environment and natural resource areas: <ul style="list-style-type: none"> • Foundational Natural Resource Data and Information • Water Resources • Environmental Education • Aquatic and Terrestrial Invasive Species • Air Quality, Climate Change, and Renewable Energy • Methods to Protect or Restore Land, Water, and Habitat • Land Acquisition for Habitat and Recreation It appears that stormwater monitoring would be an applicable use of the funding. Applicants must be available to make a formal presentation to LCCMR if selected and to be available for staff or commission member questions.

Eligibility	Link to Website	Contact Information
Eligible applicants are limited to local, regional, state, and national non-profit organizations, including government entities. Private individuals and for-profit organizations are not eligible to apply for these grants. Continuous grant cycle - grant awards made every other month until all funds are awarded (up to 5 rounds). Projects must be on public lands or waters.	http://www.dnr.state.mn.us/grants/habitat/cpl/ecp-grant-cycle.html	Jessica Lee CPL Grant Program Coordinator Phone: 651-259-5233 (St. Paul) LSCPLGrants.DNR@state.mn.us
Eligible applicants are limited to local, regional, state, and national non-profit organizations, including government entities. Private individuals and for-profit organizations are not eligible to apply for these grants.	http://www.dnr.state.mn.us/grants/habitat/cpl/ecp-grant-cycle.html	Jessica Lee CPL Grant Program Coordinator Phone: 651-259-5233 (St. Paul) LSCPLGrants.DNR@state.mn.us
Private organizations, counties, cities, townships, and school districts.	http://www.dnr.state.mn.us/grants/habitat/env_cons_part.html	Grants Manager Local Grants Program Department of Natural Resources 500 Lafayette Road, Box 10 St. Paul, MN 55155-4010
All projects must be sponsored by a unit of government, preferably in cooperation with a local trail organization.	http://www.dnr.state.mn.us/grants/recreation/trails_federal.html	Dan Golner Recreation Program Coordinator Phone: 651-259-5599 Daniel.Golner@state.mn.us
Financial assistance to woodland owners for completing projects to practice good forest stewardship on their land. A typical project is between 3 and 20 acres but could be smaller or larger depending on land goals.	https://www.dnr.state.mn.us/woodlands/cost-share.html	Private Forest Program Coordinator DNR Forestry 500 Lafayette Road, Box 44 St. Paul, MN 55155 Phone: (651) 259-5261
Program is open to all who want to apply.	https://www.lsohc.leg.mn/FY2020/index_call.html	Sandy Smith Phone: (651) 297-7141 sandy.smith@lsohc.leg.mn
Local units of government, nonprofit organizations, and schools.	http://www.dnr.state.mn.us/grants/forestmgmt/relaef.html	Ken Holman Program Coordinator DNR Forestry Phone: (651) 259-5269 ken.holman@dnr.state.mn.us
The spirit and intent of the LCCMR is to provide access to everyone for innovative ideas for environmental or natural resource projects that could provide multiple ecological and other public benefits to Minnesota and are consistent with the LCCMR's Six-Year Strategic Plan for the Environment and Natural Resources Trust Fund and the adopted funding priorities.	http://www.lccmr.leg.mn	lccmr@lccmr.leg.mn

Grant Program	Category	Sponsor Agency	General Info	
Outdoor Recreation	Recreation	MN DNR	Program to increase and enhance outdoor recreation facilities. Eligible projects include park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches and campgrounds.	
Regional Sustainable Development Partnerships	Natural Resources/ Habitat Protection	University of MN Extension	The Regional Sustainable Development Partnerships (RSDP) connect greater Minnesota communities to the University of Minnesota in order to help solve problems and take advantage of new opportunities. As a part of University of Minnesota Extension, RSDP brings together local talent and resources with University of Minnesota knowledge and seed funding to drive sustainability in four areas: agriculture and food systems, tourism and resilient communities, natural resources, and clean energy.	
State Wildlife Grant Program	Natural Resources/ Habitat Protection	MN DNR	To further the implementation Minnesota's State Wildlife Action Plan (SWAP) Tomorrow's Habitat for the Wild and Rare, available on the Minnesota DNR website at: http://mndnr.gov/cwcs , which focuses on wildlife species in greatest conservation need (SGCNs). The term "wildlife" means species of wild, free-ranging fauna, including terrestrial, aquatic, and invertebrate species.	

	Eligibility	Link to Website	Contact Information
	Cities, counties, townships and recognized tribal governments. Project proposals must include at least one of the eligible primary outdoor recreation facilities in the Program Manual and have a total project cost of at least \$10,000.	http://www.dnr.state.mn.us/grants/recreation/outdoor_rec.html	Audrey Mularie, Southern Minnesota, North Metro (Phone: 651) 259-5549 audrey.mularie@state.mn.us
	Any individual or organization.	http://www.extension.umn.edu/rsdp/	Kathryn Draeger Statewide Director, Regional Sustainable Development Partnerships draeg001@umn.edu Phone: 612-625-3148 (Regional Executive Director information on website)
	Individuals, organizations, state and local entities, colleges and universities.	http://www.dnr.state.mn.us/grants	Wendy Crowell, Ecological Resources Grants Coordinator Phone: (651) 259-5085 wendy.crowell@state.mn.us

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Parks and Recreation	07/20/20
<i>Item:</i> Bluff Traverse – 2020 Legacy Grant Application		
<i>No.</i> 5.11		

SUMMARY OF REQUESTED ACTION:

City staff continues to implement the Bluffs Traverse Master Plan. The Bluffs Traverse was designated as regionally significant, which was one step in the process to qualify to apply for Legacy funding through the Greater Minnesota Regional Parks and Trail Commission (GMRPTC).

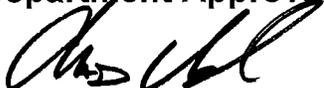
Staff continues to work closely with GMRPTC staff following the 2019 application process. It is abundantly clear that applying for Legacy Funding will be a multi-phase process. Our 2019 application was denied, primarily due to a lack of a substantial funding match as well as our focus on high cost trailheads. COVID-19 will have an impact on the State of Minnesota's budget, including Legacy funds. Legacy funding uses sale tax revenues as a funding source. The available Legacy dollars, although unknown at this time, likely will be reduced. The City of Winona will submit the 2020 grant asking for significantly less dollars.

Our goal for the 2020 application is to have a higher percentage of match dollars, a focus on trail development, invasive species control, work within the Garvin Heights area and site furnishings. The application will include the general overview map of the Bluffs Traverse; which is attached for your review. The City of Winona will apply for an amount not to exceed \$700,000.

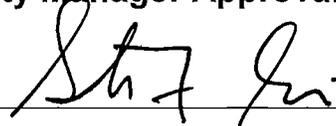
The Legacy request requires a City of Winona match. Our application is scored favorably if the match meets or exceeds twenty percent. A total of \$140,000.00 or twenty percent of \$700,000.00 is desired. Staff is requesting the City approve a match in the amount not to exceed \$128,000. The \$128,000 request, added to the already approved \$12,000.00 donation by the Winona Area Mountain Bikers, equals the \$140,000.00 needed for a favorable financial match.

The City of Winona had approved the match for the 2019 grant application at the March 18, 2019 City Council meeting as well as the August 5, 2019 City Council meeting. However, the City is required with each application to reaffirm our match commitment.

Department Approval:



City Manager Approval:



Bluff Traverse – 2020 Legacy Grant Application

Page 2

Staff is recommending three sources of funding for the 2020 City of Winona match. The first is to allocate \$12,000.00 from the Park Revolving Fund, the second is to allocate \$60,000.00 from the facilities fund, and the third is to allocate \$56,000.00 from the H.C. Garvin Fund. The Legacy grant application also requires the City to sign the attached grant memorandum. The attached resolution will provide the appropriate action required.

Staff is recommending, what equates to, a 20% funding match for our 2020 Legacy funding application, with the matching funds coming from the three reserve funds outlined above.

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

RESOLUTION

WHEREAS, the Bluffs Traverse has been designated regionally significant by the Greater Minnesota Regional Parks and Trail Commission and;

WHEREAS, The City of Winona Parks and Recreation Department will apply for Legacy grant funding to the Greater Minnesota Regional Parks and Trail Commission for the development of the Bluffs Traverse.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Winona, Minnesota, that it hereby approves \$12,000 from the Park Revolving Fund, \$56,000 from the H.C. Garvin Winona Civic Fund and \$60,000 from the Facilities Fund, totally \$128,000, to be used as the required match for the Legacy application for elements within the Bluffs Traverse.

BE IT FURTHER RESOLVED that the City of Winona has accepted a donation of \$12,000 from the Winona Area Mountain Bikers that will also be used as a financial match within the Legacy application.

BE IT FURTHER RESOLVED that the City of Winona approves and authorizes the City Manager to execute the Memorandum Agreement that is required for the Legacy application and any amendments thereto.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

Bluffs Traverse - GMRPTC - Designation Map



PROPOSED TRAILHEADS

- T1** Holzinger Lodge Parking Lot
- T2** Sugar Loaf Parking Lot
- T3** Garvin Heights North Parking Lot
- T4** Garvin Heights South Parking Lot
- T5** Wincrest Cul-De-Sac Lot
- T6** Tower Trails Parking Lot



TRAILS	KEY	DISTANCE	DESCRIPTION
BEGINNER MOUNTAIN BIKE	b1	1.5 miles	Core beginner loop accessed from Holzinger Lodge (T1) trailhead; used as the starting point for all users accessing the trail system. Recommended ride direction is counter clockwise.
	b2	1.7 miles	Core beginner loop accessed from the top of ridge of (T6) trailhead; would be the starting point for all users accessing the trail system from the top of the ridge. Recommended ride direction is counter clockwise.
INTERMEDIATE MOUNTAIN BIKE	i1	2.4 miles	Upward climb to the top of the ridge to connect to i2 and i2*; this would be the primary climbing trail to access entire system; used as starting point for all users accessing trail system from Lodge. Recommended ride direction is counter clockwise.
	i1*	.25 miles	Connector trail for Hot Lap (** Hot Lap track includes the first portion of i1 and the back half of i2 for a fast paced, uphill/downhill loop)
	i2	2.4 miles	Almost entirely downhill, this trail would be the descent ride after climbing i1. Recommended ride direction is counter clockwise.
	i3	1.9 miles	One-way gravity trail to get riders from the top of the ridge back down to the b1 beginner loop.
	i4	2.3 miles	One-way gravity trail to get riders from the top of the ridge back down to the b1 beginner loop; first 2 miles is descending while the final segment traverses the base of the ridge for a more cross-country riding style.
ADVANCED MOUNTAIN BIKE	a1	2.5 miles	Advanced loop that combines level grades and obstacles for both descending and climbing; initial mile descent followed by 1.5 miles of mostly climbing with several relief sections. Recommended ride direction is counter clockwise.
	a2	0.8 miles	One-way advanced technical skills trail that connects Bluffs to Garvin Heights.

TRAILS	KEY	DISTANCE	DESCRIPTION
SHARE-DUSE	s1	0.3 miles	Existing natural surface one-way uphill intermediate mountain bike trail and two-way hiking trail accessed from Sugar Loaf (T2) trailhead. Upgrade trail surface for increased stabilization.
	s2a	0.6 miles	Natural surface two-way mountain bike and hiking trail with the majority of the alignment following the ridge line; 1/3 upward climb, 1/3 rolling, 1/3 downhill.
	s2b	0.2 miles	
	s2c	0.2 miles	
	s3a	2.1 miles	10' wide paved trail along Garvin Heights Road to serve as the primary connector trail between Sugar Loaf and Bluffside.
	s4a	0.1 miles	10' wide paved trail providing access to a potential future outdoor classroom within WSU's property. Provides an off-road connection between Sugar Loaf and Garvin Heights.
	s4b	0.3 miles	
	s5	0.5 miles	Natural surface two-way intermediate mountain bike and hiking connector trail to provide access to both upper and lower portions of the trail system.
	s6	0.9 miles	10' wide paved trail along the lower portion of Garvin Heights Road to serve as the connector trail between Lake Blvd. and Garvin Heights Road at the top of the bluff.
	s7	0.7 miles	Natural surface trail following the ridge line for hikers and mountain biking. This trail will utilize the existing cell tower maintenance road for over 1/2 the segment length.
HGVG	h1	0.3 miles	Existing natural surface trail following the ridge line for hikers only. This trail provides the only access to the Sugar Loaf climbing area and overlook.
	h2a	0.1 miles	
	h2b	0.3 miles	Existing natural surface hiking trail with stair sections in select locations. City to work with WSU to upgrade this segment.
	h3	0.7 miles	Natural surface hiking trail loop accessed from Holzinger Lodge (T1) trailhead; reuse existing trail segments where feasible. Connects to i3 and i4.
	h4	0.4 miles	Natural surface hiking trail; this trail provides the only hiking access to the Bluffside Prairie Overlook.
	h5	0.6 miles	Existing natural surface trail for hikers (and emergency maintenance vehicles) accessed from the terminus of Clarks Lane at the base of the bluff. Upgrade trail surface for increased stabilization.
	h7	0.25 miles	Natural surface hiking trail. Neighborhood access point only. No parking allowed at trailhead.

- Overlook
- Outdoor Classroom
- Rock / Ice Climbing
- Rest Stop (Bicycle parking, bench seating, signage)
- Park Property
- City of Winona Property
- Private Property
- Park Property in Bluffs Traverse Rec. Area
- Project Area
- Future acquisition
- Private Property, access/acquisition initiated
- Private Property, access/acquisition in progress
- Long-term established working partnerships

MEMORANDUM AGREEMENT

This Memorandum Agreement memorializes the current status of _____, (the "Applicant") which has applied for a grant from the Greater Minnesota Regional Parks and Trails Commission (the "Commission") as a designated regional park or trail. Applicant states that:

1. Applicant has the right and authority to sponsor a grant funding request to the Commission.
2. It has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the Commission.
3. The Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the Commission and DNR.
4. Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.
5. Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special recreational feature parks as applicable. The applicant has or will acquire a fee interest, perpetual easement or minimum twenty (20) year lease over the land described in the Application for regional trails, or regional special recreational feature parks as applicable, before the project proceeds.
6. Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.
7. The Commission will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

IN WITNESS WHEREOF, the foregoing executed as of _____, 20 ____.

APPLICANT
(Name of Municipal Entity)

By: _____
Print Name: _____

Its: Authorized Representative

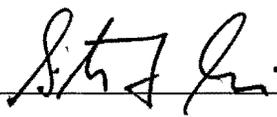
GREATER MINNESOTA REGIONAL PARKS

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Council Concerns	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 7	City Clerk	07/20/20
<i>Item:</i> Council Concerns		
<i>No.</i> 7.1		

SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval: 	City Manager Approval: 
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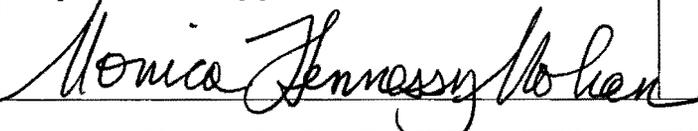
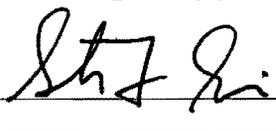
REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Consent Agenda	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 8	City Clerk	07/20/20
<i>Item:</i> Consent Agenda		
<i>No.</i> 8.		

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – July 6, 2020

Minutes of the July 6, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

Department Approval: 	City Manager Approval: 
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