

1. 09/08/2020 City Council Meeting Agenda

Documents:

[09-08-2020 MARKED AGENDA.PDF](#)

[09-08-2020 COUNCIL MEETING AGENDA.PDF](#)



Winona City Council Agenda

Tuesday, September 8, 2020

6:30 P.M., Meeting No. 18

City Council Chambers – City Hall

3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

1st Ward Al Thurley

2nd Ward Eileen Moeller

3rd Ward Pamela Eyden

4th Ward George Borzyskowski

At-Large Michelle Alexander

At-Large Paul Schollmeier

1. Call to Order – Mayor & City Manager’s Comments – Roll Call		
2. Required Public Hearings		
3. Petitions, Requests, Communications		
City Clerk	1. Appointments to the Human Rights Commission	Approved
City Clerk	2. Appointment to the Heritage Preservation Commission	Approved
City Clerk	3. Application for Off-Sale Intoxicating Liquor License for J&R 5th Street Liquor, LLC	Approved
City Clerk	4. Sign and Banner Schedule	Approved
Parks & Recreation	5. Request for 5K, BK5K	Approved
Engineering	6. Request for Handicapped Parking at 518 Lincoln Street	Approved
Engineering	7. Request for Handicapped Parking by Watkins on Liberty Street	Approved
City Manager	8. Request for Reduction in Seating Capacity at Bars and Restaurants from WSU Student Senate	Approved
4. Unfinished Business		
5. New Business		
Parks & Recreation	1. Historical Society Loan Agreement for Wilkie Bell and Whistle	Approved
Planning	2. Certified Local Government Grant Agreement – Windom Park Historic District	Approved
City Clerk	3. Transit Grant Application – Bus Garage Project	Approved
Public Works	4. Community Forestry Corps Member	Approved
Parks & Recreation	5. Resolution of Support for Bonding Bill	Approved
6. Reports of Committees		
7. Council Concerns		

City Clerk	1. Council Concerns	
8. Consent Agenda		
City Clerk	1. Approval of Minutes – August 17 & 28, 2020	Approved
City Clerk	2. Ordinance to Ban Conversion Therapy	Approved
9. Adjournment		

Winona City Council Zoom Meeting Access and Procedures

September 8, 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
- To join via phone, dial either phone number:
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.



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REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

City Clerk

09/08/20

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

No. 3.1

SUMMARY OF REQUESTED ACTION:

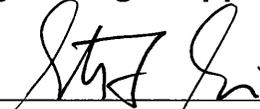
The terms for Jacob Grippen and Frederick Lee for the Human Rights Commission will expire on September 16, and they have each agreed to serve another 3 year term. The new terms would be effective September 16, 2020 through September 16, 2023. In addition, Tina Schott has submitted an application for the seat vacated by Linda Bedtka as the representative for the Winona Housing and Redevelopment Authority. Her term would also be September 16, 2020 through September 16, 2023.

Resolution

BE IT RESOLVED by the City Council of the City of Winona, Minnesota that it hereby reappoints Jacob Grippen and Frederick Lee, and appoints Tina Schott to serve on the Human Rights Commission for terms effective September 16, 2020 through September 16, 2023.

Department Approval:

City Manager Approval:



REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

City Clerk

09/08/20

Item: **Appointment to the Heritage Preservation Commission**

No. **3.2**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark F. Peterson.

September 8, 2020

City Council
City Hall
Winona, MN 55987

Dear Councilmembers:

This letter is to advise that I am this date appointing Michael Doyle to serve on the Heritage Preservation Commission. His term would be effective September 9, 2020 through July 17, 2021.

I trust that you will confirm this appointment.

Sincerely,



Mark F. Peterson
Mayor

Department Approval:



City Manager Approval:



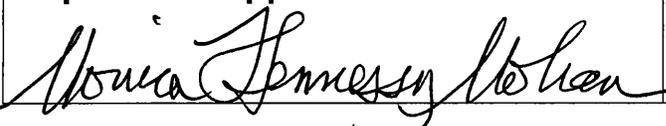
REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 3	City Clerk	09/08/20
<i>Item:</i> Application for Off-Sale Intoxicating Liquor License for J&R 5th Street Liquor, LLC		
<i>No.</i> 3.3		

SUMMARY OF REQUESTED ACTION:

Jennifer Corcoran and Rory Revere, owners of J & R 5th Street Liquor, LLC, have applied for an Off-Sale Intoxicating Liquor License for 5th Street Liquor at 501 West 5th Street. The effective dates of the license would be October 1, 2020 through June 30, 2021.

All of the documents are in order, and if the Council concurs, a motion to approve the liquor license would be in order.

Department Approval: 	City Manager Approval: 
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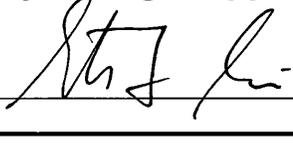
REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 09/08/20
<i>No:</i> 3		
<i>Item:</i> Sign and Banner Schedule		
<i>No.</i> 3.4		

SUMMARY OF REQUESTED ACTION:

The list below is a request for signs and banners to be posted during the second half of this year. If Council concurs, a motion to approve the list would be in order.

From:	To:	Organization	Event	Mankato Banner	Lake Park	Central Park
09/08/20	09/21/20	Alzheimer's Association	Alzheimer's Walk	x		
09/14/20	09/21/20	City Planning/ Project FINE	Welcoming Week		x	x
09/21/20	10/12/20	Winona County Historical Society	Cemetery Walk		x	
09/21/20	10/05/20	National Life Chain	National Life Chain			x
10/05/20	10/12/20	Farmers Market				x

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

Park & Recreation

09/08/20

Item: **Request for 5K, BK5K**

No. 3.5

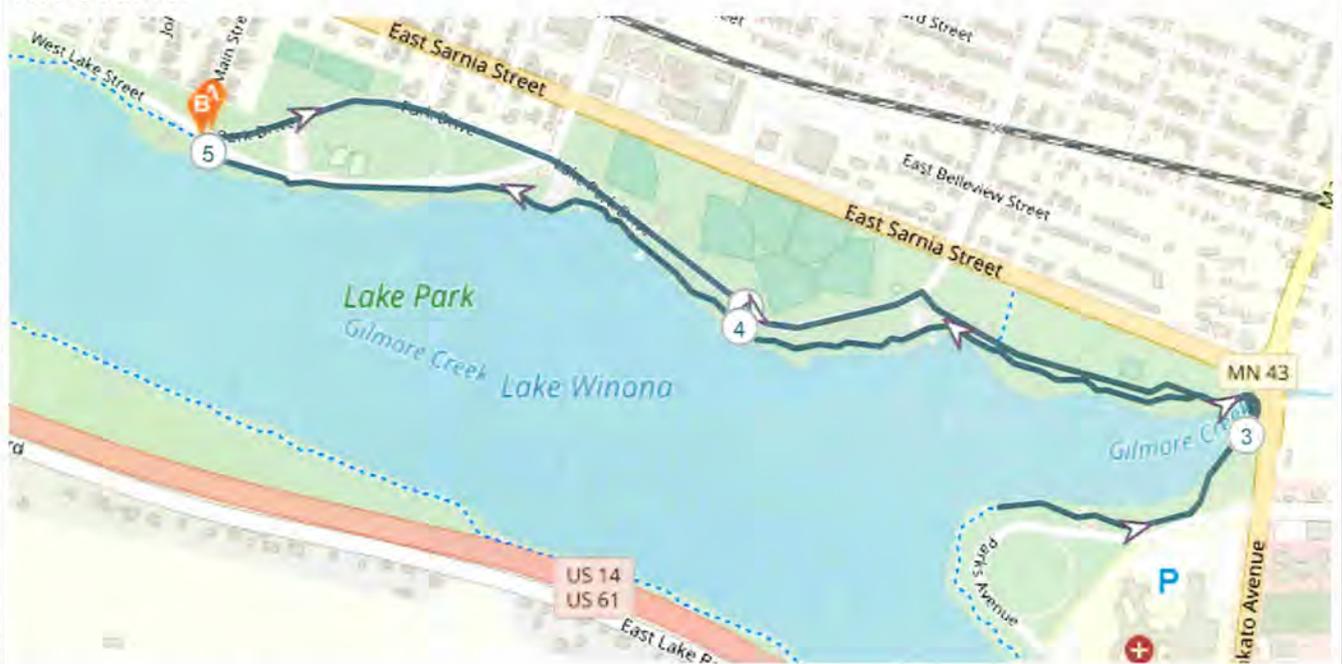
SUMMARY OF REQUESTED ACTION:

On Saturday, October 17, 2020, the Fastenal Company will be sponsoring the "BK5K" run/walk to raise funds for local area youth organizations and programs that have demonstrated financial need. In response to pandemic guidelines, this year's 5K will utilize a time trial format that allows for staggered race starts beginning at 7:00 a.m. The event will conclude at 10:30 a.m. with no post-race activities. This event was previously held on both the East and West Lakes but will be consolidated to the East Lake for this year.

The following shall be closed to vehicular and pedestrian traffic:

- Lake Park Drive from Main Street to Hamilton Street from 5:00 a.m. – 10:30 a.m.
- Loop around the Bandshell from 5:00 a.m. – 12:00 p.m.
- Lake Park Pedestrian Path from 5:00 a.m. – 10:30 a.m.

The course:



Department Approval:

City Manager Approval:

ROUTE DIRECTIONS

No	Km	Turn	Directions
1	0.000		Start on Park Drive
2	0.001	←	Turn left onto Park Drive
3	0.374		Keep left onto Park Drive
4	0.589	↖	Turn slight left onto Lake Park Drive
5	0.598	↗	Turn slight right onto Lake Park Drive
6	1.323	←	Turn left
7	1.976	↖	Turn slight left onto Lake Winona Bike Path
8	2.138	↗	Keep right onto Lake Winona Bike Path
9	2.863	↖	Keep left onto Lake Winona Bike Path
10	3.025	↖	Keep left onto Lake Winona Bike Path
11	3.068	↘	Turn sharp right
12	3.161	↖	Keep left onto Lake Winona Bike Path
13	3.611	←	Turn left onto Lake Winona Bike Path
14	4.520	↖	Turn slight left onto Lake Winona Bike Path
15	5.008		

Barricades:

- Barricades are requested from the Street Department at each of the intersections of Lake Park Drive at Main Street, Franklin Street, Hamilton Street, and the Bandshell parking lot.
- Parking lot closure signs are requested to be installed by the Street Department on Friday, October 16 at the Bandshell parking lot denoting the lot closed on Saturday, October 17 from 5:00 a.m. to 12:00 p.m.
- On Wednesday, October 14, the committee will put up BK5K yard signs around the bike path to assist in marking the course and alerting the public about the event.

The event director is Paul Wisniewski, pwisniew@fastenal.com, (507) 459-3900

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

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

LICENSE AGREEMENT
2020 BK5K Race

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 the Fastenal Company, a corporation under the laws of the State of Minnesota (the "Licensee"), (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of Lake Park, all City streets, public parking lots and public surroundings which are located in the City of Winona, County of Winona, State of Minnesota; and

WHEREAS, the Licensee desires to hold the 2020 BK5K, a 5k run/walk event at Lake Park in the City of 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 Lake Park and City streets and public parking lots in the City of Winona (the "Licensed Premises" or "public areas"). The Licensee is hereby granted a terminable license to use the public areas to hold the 2020 BK5K according to the specifications, which are attached hereto and incorporated herein by reference as Exhibit A. The Licensee shall use the specified public areas only for the purposes stated.
2. **Term.** The term of this Agreement shall be for a period commencing at 8:00 a.m. (CDT) Friday, October 16, 2020, and ending at 11:59 p.m. (CDT) Saturday, October 17, 2020.
3. **Purpose.** The following events is hereby approved by the City of Winona for inclusion in the 2020 BK5K Road Race: 5k race around the East Lake bike path.
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. Daily 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 Park and Recreation Department. The restrooms shall be properly maintained and serviced, as needed, throughout the Licensed Premises.
6. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the limited purpose of operating the events for the term stated herein. Events may be canceled without notice to the Licensor, but no events may be added or changed to a time not listed on the attached Exhibit A without the Licensor's consent following reasonable notice of the added or rescheduled event(s). During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. 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, vendors, and participants.
8. Maintenance/Alteration of Licensed Premises. During the events, the Licensee shall keep the licensed premises in a sanitary condition and keep the premises free from refuse. After each event, Licensee shall provide, or arrange for, clean-up and garbage pick-up. The Licensee shall instruct all vendors about recycling requirements and the location of receptacles for the collection of recyclables. The Licensee shall be responsible for the repair of any damages to the licensed premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the licensed premises without the prior written consent of the Licensor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the licensed premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.
9. The Licensor's Access. The Licensor, its employees, and its agents shall have the right to enter the premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement.

10. Insurance and Hold Harmless Provisions.

A. Hold Harmless Agreement

The Licensee assumes and agrees to pay for all loss or damage to property whatsoever and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction and maintenance or use of any facilities used by the Licensee in connection with Steamboat Days. 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 gross 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 their expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Winona shall 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. 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.
12. Removal of Equipment, Tents and Portable Restrooms. Tents, portable restrooms and licensee's equipment shall be removed the day after the close of the race.
13. Contact Information. The Licensee shall designate the contact person responsible for the various areas or activities of the Event and provide the City with the names and phone

numbers of those contact persons.

14. 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.

15. **GENERAL TERMS**

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

- g. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- h. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- k. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. Survivability. All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- m. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

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

FASTENAL COMPANY

By: _____

Name: _____

Its: _____

And By: _____

Name: _____

Its: _____

CITY OF WINONA

By: _____

Stephen T. Sarvi

Its: City Manager

And By: _____

Monica Hennessy Mohan

Its: City Clerk

Exhibit A

BK 5K Road Race

Location: East Lake Bike Path
Date: Saturday, October 17, 2020
Hours: 7:00 a.m. to 10:30 a.m.
Director: Paul Wisniewski, pwisniew@fastenal.com, (507) 459-3900

Specifics:

1. Late registration will take place at the Lake Park Lodge on Saturday from 6:00 - 7:30 a.m.
2. The 5K will be a rolling start, which means that participants can begin any time between 7:00 and 9:00 a.m. with no post-race activities. The event will conclude at 10:30 a.m.
3. Close Lake Park Drive from Main Street to Hamilton from 5:00 - 10:30 am. and close the loop around the Bandshell from 5:00 a.m. – 12:00 p.m.
4. The racecourse will be as follows:

ROUTE DIRECTIONS

No	Km	Turn	Directions
1	0.000		Start on Park Drive
2	0.001	←	Turn left onto Park Drive
3	0.374		Keep left onto Park Drive
4	0.589	↖	Turn slight left onto Lake Park Drive
5	0.598	↗	Turn slight right onto Lake Park Drive
6	1.323	←	Turn left
7	1.976	↖	Turn slight left onto Lake Winona Bike Path
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14	4.520	↖	Turn slight left onto Lake Winona Bike Path
15	5.008		

Exhibit A



5. On Wednesday, October 7, the committee will put up five BK5K yard signs around the bike path to assist in marking the course and alerting the public about the event.
6. Barricades are needed from the Street Department at each of the intersections of Lake Park Drive at Main Street, Franklin Street, Hamilton Street, and the Bandshell parking lot.
7. Parking lot closure signs are requested to be installed by the Street Department on Friday, October 16 at the Bandshell parking lot denoting the lot closure on Saturday, October 17 from 5:00 a.m. to 12:00 p.m.
8. Licensee will be responsible for cleaning up following the event.

REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: **3**

Engineering

09/08/20

Item: **Request for Handicapped Parking at 518 Lincoln Street**

No. **3.6**

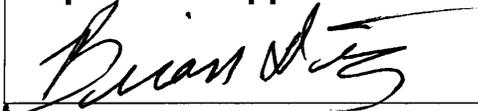
SUMMARY OF REQUESTED ACTION:

Mr. Heath Eckert is requesting to add a handicapped parking area on Lincoln Street. He has had his spine fused and has a handicapped tag for his vehicle. He is on disability due to this and is requesting that the \$105 fee since his limited income. The space is as follows:

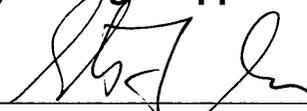
Lincoln Street, easterly side, from the south line of the alley south of Howard Street to a point 20 feet southerly thereof.

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

Department Approval:



City Manager Approval:



ORDINANCE NO. _____

AN ORDINANCE AMENDING WINONA CITY CODE,
CHAPTER 61 – TRAFFIC, SCHEDULE A

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

SECTION 1. That Schedule A of Winona City Code, Chapter 61 – Traffic, Section 61.26 (f), Handicapped Parking Areas, be amended as follows:

HANDICAPPED PARKING ZONES

The following portions of streets and lots are hereby designated as handicapped parking areas when identified by the posting of signs incorporating the international symbol of access in white on blue and indicating that the parking space is reserved for the handicapped with vehicle displaying the required certificate, license plates, or insignia:

Lincoln Street, easterly side, from the south line of the alley south of Howard Street to a point 20 feet southerly thereof.

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

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

Mayor

Attested By:

City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Engineering	<i>Date:</i> 09/08/20
<i>No:</i> 3		

<i>Item:</i> Request for Handicapped Parking by Watkins on Liberty Street
<i>No.</i> 3.7

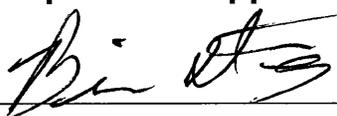
SUMMARY OF REQUESTED ACTION:

Watkins is requesting to add a handicapped parking area on Liberty Street. This would be to better serve an employee with needs of a handicapped designated parking spot. The space is as follows:

Liberty Street, westerly side, from a point 100' southerly of the south line of 3rd Street to a point 20 feet southerly thereof.

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

Department Approval:



City Manager Approval:



ORDINANCE NO. _____

AN ORDINANCE AMENDING WINONA CITY CODE,
CHAPTER 61 – TRAFFIC, SCHEDULE A

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

SECTION 1. That Schedule A of Winona City Code, Chapter 61 – Traffic, Section 61.26 (f), Handicapped Parking Areas, be amended as follows:

HANDICAPPED PARKING ZONES

The following portions of streets and lots are hereby designated as handicapped parking areas when identified by the posting of signs incorporating the international symbol of access in white on blue and indicating that the parking space is reserved for the handicapped with vehicle displaying the required certificate, license plates, or insignia:

Liberty Street, westerly side, from a point 100' southerly of the south line of 3rd Street to a point 20 feet southerly thereof.

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

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

Mayor

Attested By:

City Clerk

REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

City Manager

09/08/20

Item: **Request for Reduction in Seating Capacity at Bars and Restaurants from WSU Student Senate**

No. 3.8

SUMMARY OF REQUESTED ACTION:

Ms. Clara Kuerschner, President of the Winona State Student Senate, forwarded a resolution requesting that the City of Winona further reduce the seating capacity of bars and restaurants in the interest of slowing the spread of COVID-19. Previously Governor Walz had ordered that Minnesota bars and restaurants with inside seating could operate with 50% of the fire occupancy of their building. Winona Fire and Police Departments have been undergoing weekly checks on these facilities to ensure they are in compliance. By and large these occupancy standards have been met.

While we appreciate the WSU Student Senate's request, staff does not believe this is an appropriate action for the city to undertake at this time. Again, the Governor has already ordered the reduction in occupancy to 50% of capacity and further reductions would most likely result in the closing of establishments because they would not have sustainable sales. Secondly, while COVID case numbers have increased after the return of college students, the outbreaks at this time are largely contained in that demographic and haven't spread to the general population. Finally, city staff are continuing to monitor the spread of the virus along with the impact on Community Memorial Hospital's ability to treat patients. To date the hospital's ICU and ventilator capacities are not impacted by the spike in cases. Should the situation regarding community spread, increase in numbers of infected people and impacts on the hospital's capacities change, the most likely course of action will be a staff request to close bars, restaurants and other likely hot spots.

Staff recommends that the Council authorize the city manager to respond to the WSU Student Senate's request indicating that the city will not take the action requested due to the circumstances outlined above.

Department Approval:

City Manager Approval:



Student Union
Winona State University
P.O. Box 5838
Winona, MN 55987



August 31, 2020

Mark Peterson
Mayor of Winona
720 W. Howard
Winona, MN 55987

Dear Mayor Peterson and Winona City Council,

My name is Clara Kuerschner, I am serving as the Student Senate President for this academic year. I have been working over the summer with my campus administrators, faculty, and staff to help prepare Winona State for students to return for the Fall Semester and creating safety guidelines for campus. We can hope that these guidelines are being followed 100% by all members of WSU, but I know that it is not always the case.

The purpose of this letter is to encourage the city of Winona to continue enforcing the occupancy capacity restrictions and mask requirements. Winona State has been trying to keep students safe while they are on campus, but it will take a collaborative effort by members of the Winona community to continue to keep our students (and other members of the community) safe when they are not on campus. As we are all aware, students are still going out to house parties, bars, and restaurants around town without the proper precautions.

I do not want to put the blame solely on college-age students in Winona for the potential spread of COVID-19 within the city, but I know that they are most likely to be the group of people who will spread this virus. I believe the easiest way to limit the spread of this virus is to limit the number of chances that students have to congregate in large groups and that includes enforcing COVID restrictions at establishments around town. Students and I have heard that there has been an increase in patrolling around town during the weekends. I think that is a great step towards limiting the spread of COVID, but I would like to see those patrols continue throughout the week and during the day. Especially with the nice weather, students are more likely to be spending time at outdoor gatherings during the day while not necessarily following social distancing or mask requirements.

The tactic that I have seen both at WSU and in the community is less enforcement and more education. While I appreciate not immediately jumping to punishment and enforcement, we have done a significant amount of education at WSU about COVID policies but I do not see it to be working as effectively as enforcement could/would be.

Again, I ask the City of Winona to continue to patrol the community to educate or enforce COVID policies such as capacities, social distancing, and mask requirements at bars, restaurants, and other establishments. I believe this will help limit the spread of COVID-19 within the community as a whole and allow WSU, St. Mary's, and Minnesota State College Southeast to continue to be open throughout the full Fall Semester.

Thank you,

Clara Kuerschner

Clara Kuerschner | Winona State University Student Senate President

Student Union
Winona State University
P.O. Box 5838
Winona, MN 55987



August 25, 2020

In Support of Enforcing COVID Safety Measures

Whereas, we are in the midst of the global pandemic, COVID-19,

Whereas, there are 70,344 cases and 1,817 deaths caused by COVID-19 in MN,

Whereas, students are risking their safety and health to attend parties and bars,

Therefore be it resolved, WSUSS recommends that the WSUSS President Kuerschner and WSU President Olson write a letter to Winona City Council to lower capacity of bars and restaurants and enforce safety measures.

Therefore be it further resolved, the WSUSS President Kuerschner and WSU President Olson writes a letter of concern regarding student safety, campus precautions, and COVID city precautions to the Winonan.

Therefore be it further resolved, that these letters should be submitted by August 31st.

Clara Kuerschner

Clara Kuerschner
President | Winona State University Student Senate

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Parks and Recreation

09/08/20

Item: **Historical Society Loan Agreement for Wilkie Bell and Whistle**

No. **5.1**

SUMMARY OF REQUESTED ACTION:

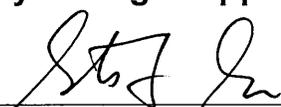
The Winona County Historical Society (WCHS) has requested that the City loan the WCHS the 28" brass roof bell and brass whistle from the Julius C. Wilkie Steamboat Replica formerly located in Levee Park. The City has had these two items within its possession since 2008. Staff would recommend Council consider approving the attached loan agreement. The WCHS has the knowledge and ability to properly preserve and store the item and the possibility is greater for public viewing.

If Council concurs, a motion to direct the City Manager and City Clerk to execute the attached loan agreement would be in order.

Department Approval:



City Manager Approval:



AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2020, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota (the "City"), and the Winona County Historical Society, Inc., a Minnesota Nonprofit Corporation (the "Historical Society"); (collectively the "parties").

RECITALS

WHEREAS, the City has in its possession certain artifacts which had been, prior to 2008, stored and/or displayed in the former Julius C. Wilkie Steamboat Replica previously located in Levee Park; and

WHEREAS, the City has in its possession a 28" brass roof bell and brass whistle from the Julius C. Wilkie Steamboat Replica (the "items"); and

WHEREAS, the items have been in long-term storage at the City Hall garage since the Wilke Steamboat Replica was demolished in 2008, and the items are not currently used or needed by the City; and

WHEREAS, the items may not have significant monetary value, but they may otherwise be of significant historical interest and value to the general public; and

WHEREAS, the Historical Society has informed the City that it is willing to act as a long-term depository for these items and agrees to either display or make the items available for public viewing and allow the items to be used for non-commercial or scholarly research and other educational purposes.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Description of the Items. This Agreement shall apply to the following items:
 - a. A 28" brass roof bell from the Julius C. Wilkie Steamboat Replica; and
 - b. A 28" brass whistle from the Julius C. Wilkie Steamboat Replica.
2. Display, Storage and Other Use of the Items. Subject to the other terms, covenants, and conditions contained herein, the Historical Society shall be permitted to display the items at its location and shall store the items when they are not on display or not otherwise being used for purposes authorized by this Agreement. In addition to display and storage, the Historical Society may allow the items to be used for non-commercial or scholarly research and other educational purposes. The parties agree that there shall be no compensation paid by either party to the other party under this Agreement.
3. Term. This Agreement shall commence on the date of this Agreement and shall continue until December 31, 2048 at which time the Agreement shall renew in five year

increments unless sooner terminated as provided herein. Either party may terminate this Agreement during the term or any renewal term hereof by giving the other party Thirty (30) days written notice of intent to terminate.

4. Covenants to Hold Harmless. The Historical Society shall indemnify and hold harmless the City of Winona, Minnesota, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the display, storage or other authorized use of the items, including any such claim, damage, loss, or expense which (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Historical Society, anyone directly or indirectly employed by any of the Historical Society, or anyone for whose acts the Historical Society may be liable.
5. Insurance. The Historical Society shall maintain during the term of this Agreement public liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04, or such other amount as provided by the City Council or in City ordinance, as may be amended from time to time.
6. 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. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
 - d. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the Historical Society.
 - e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and the Historical Society arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

[signature page follows]

ADDRESS:

CITY OF WINONA

City Hall
207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378

By: _____
Stephen T. Sarvi, Its City Manager

By: _____
Monica Hennessy Mohan, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this ___ day of _____, 2020, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and City Clerk of the City of Winona, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.

Notary Public

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

Planning

9/8/2020

Item: **Certified Local Government Grant Agreement – Windom Park Historic District**

No. **5.2**

SUMMARY OF REQUESTED ACTION:

In accordance with the duties of the Heritage Preservation Commission to evaluate and nominate the historic resources of the City of Winona, the Winona HPC and City Council approved seeking grant funding to nominate the Windom Park Local Historic District to the National Register of Historic Places.

The City of Winona has been awarded a Certified Local Government Grant by the Minnesota State Historic Preservation Office for the City of Winona to hire a consultant to complete the eligibility determination for the Old City Hall Building. The grant totals \$9,000 and will be matched by \$6,000 within the 2020 budget for the Winona HPC and staff time.

The Windom Park Historic District was locally designated in 2016 with the intent of nominating to the National Register in subsequent years. There are 29 properties in the local district, including 23 contributing properties. The nomination would include an evaluation of the existing boundaries and the required work to create the necessary documentation for a successful nomination to the register. The properties in the district were determined as eligible in the 2010-2011 Winona Bridge Study. Designation on the National Register of Historic Places is an honor and also enables potential grant or tax credit funding avenues for properties in the district.

If the City Council concurs with staff recommendation, a motion to approve the attached resolution and enter into the grant agreement would be in order.

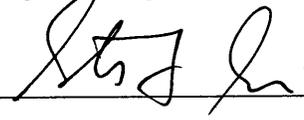
Attachments:

- Resolution entering into grant agreement
- Certified Local Government Grant Agreement

Department Approval:



City Manager Approval:



RESOLUTION

AUTHORING EXECUTION OF CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

WHEREAS, the City of Winona is a Certified Local Government (CLG) as defined by the Minnesota State Historic Preservation Office (SHPO); and

WHEREAS, the CLG Grants are made available to eligible communities for the evaluation and nomination of properties for their historic integrity and merit; and

WHEREAS, the Winona Heritage Preservation Commission has identified the Windom Park Historic District as a preservation priority and sought grant funding for nomination to the National Register of Historic Places; and

WHEREAS, the City of Winona has applied for and been awarded a CLG Grant to nominate the Windom Park Historic District to the National Register of Historic Places.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota that the Mayor and City Clerk are hereby authorized to execute the agreement and such agreements and any amendments as necessary to implement the project on behalf of the City of Winona.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

Follow Up

Public Profile

NRHP Form-Windom Park Historic District

Process: SHPO-CLG FY20 Application

- Contact Info
- Request
- \$ Award Details

Applicant:
 Mr. Luke Sims
 lsims@ci.winona.mn.us
 (507) 457-8243
 207 Lafayette Street
 Winona, Minnesota 55987

Organization:
 City of Winona
 41-6005651
 (507) 457-8243
 207 Lafayette Street Winona
 Winona, Minnesota 55987 United States

[Contact Email History](#)

If your organization information does not appear correct, please contact the funder. Thank you.

- Application
- Follow Up
- Document Viewer
- FollowUp Packet
- Question List

Due on 08/31/2020.

Fields with an asterisk (*) are required.

∨ Grantee Information and Contract

Project Name

NRHP Form-Windom Park Historic District

City Name, Address, and County

City of Winona, 207 Lafayette Street, Winona, MN 55987

9,946 characters left of 10,000

This Agreement is made by and between the State Historic Preservation Office (hereinafter called State), and the City. Pursuant to authority granted by the National Historic Preservation Act of 1966, as amended.

Recitals

- 1. Under Minn. Stat. 471.193- Municipal Heritage Preservation act the State is empowered to enter into this grant
- 2. The State is in need of historic preservation services to protect the valued resources of Minnesota's buildings and structures.
- 3. Pursuant to the Act, the State has been allocated \$107,000 in funds in **Fiscal Year 2020** by the United States Department of the Interior, of which, a minimum of 10 percent must be transferred for use by Certified Local Governments for qualifying historic preservation activities between July 1, 2020 and July 31, 2021; and
- 4. The City has applied for and been granted Certified Local Government Status and has made application for Certified Local Government funds to be utilized in carrying out the project described in the grantees' application.
- 5. The City 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 City agrees to minimize administrative costs as a condition of this grant.

Grant Contract

Effective Date*

 08/03/2020

1 Term of Grant Contract

1.1 Effective Date: No payments will be made until **Effective Date**, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn.Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

Expiration Date*

 07/31/2021

1.2 Expiration date: 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 City's Duties

The City, 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).

2.1 Project Description

A. The Grant Time Period, Work Summary, Photograph Guidelines (where applicable), Consultations and Progress Reports, Final Products, and Final Project Reports are attached hereto and made a part hereof.

B. The City agrees the project will be carried out as described in the Work Summary, unless modified pursuant to the provisions of Section 5 of this contract.

C. The State will reimburse the City for the budget costs identified as Historic Preservation Fund (HPF) federal dollars in the Project Description, following submittal of materials as described in Section 4 of this Agreement. Final products which do not conform to the terms and conditions of this Agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

2.2 Final Report

A Final Project Report must be submitted at the conclusion of the project along with the financial documentation and request for payment. The report should summarize the history of the project, its execution and evaluate its overall success. Explain any issues or problems that the project encountered, and how they were (or were not) overcome. If this was Phase I of a larger project, explain the anticipated next

steps to complete the project. Note any local or regional media coverage of the project, and include copies of printed articles or photographs, if possible.

Grant Contract Attachment

Upload a file [30 MiB allowed]

Winona FY20 contract.docx [13.5 KiB]



2.3 Assurances

A. The City assures that all work carried out on this project will conform to the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983) and that the project personnel meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983) as stipulated in the Project Description.

B. The City assures that this project will be administered and conducted in accordance with the following

1. 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

a. In addition to the requirements of these regulations the City will allow a minimum of two weeks between the date bid solicitations are published and the date bidders must respond; and allow eighteen calendar days between the date invitations are mailed to potential bidders and the date bidders must respond.

2. Historic Preservation Fund (HPF) Grants Manual (June 2007), describes the framework for the operation of the Historic Preservation Fund (HPF) grants-in-aid program authorized by the Act, found online at www.nps.gov/preservation-grants/HPF_Manual.pdf.

C. The City acknowledges that this project is being supported, in part, with funds from the United States Department of the Interior. As a condition of receiving such funds, the City assures compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

The City also agrees as follows:

In the hiring of common or skilled labor for the performance of any work hereunder, no contractor, material supplier or vendor shall, by reason of race, creed or color, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.

No contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color.

The violation of this section is a misdemeanor pursuant to Minnesota Statutes.

This Agreement may be canceled or terminated by the State, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.

D. The City agrees to make repayment of grant funds to the State if terms and conditions of this Agreement are not followed or costs claimed are subsequently disallowed.

E. The City, in accordance with provisions of 18 USC 1913 regarding lobbying, assures that no part of grant budget will be used directly or indirectly or to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

F. The City assures that transferred federal monies will not be applied as part of the matching (applicant) share, and that monies used as match on other federal grants will not be used as matching (applicant) share on this project.

3 Time

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

Amount Awarded

\$ 9,000.00

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 Grantee will be paid within 30 days of requesting reimbursement, with total obligation to the Grantee not to exceed Grant Amount.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the City as a result of this grant contract will not exceed the amount on the approved budget, provided that the City 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 City 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) Timesheets

If City staff or members of the HPC charge time to the project as match in direct fulfillment of the project, copies of all timesheets documenting time charged must be submitted. The timesheets must be signed by whoever reviews and signs timesheets (supervisor, personnel officer, etc.). The timesheets must clearly identify the month, date, and the hours spent on the project for which time is charged. Hourly pay rate (including benefits) of each employee charging time to the grant must be indicated so that expenditures can be verified. Be sure that the work performed is within the contract period; any expenditures of time beyond those dates cannot be reimbursed.

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(d) Consultants

Provide copies of invoices from consultants for services rendered. Invoices should clearly identify the time period during which the work was performed and the hourly rate at which work is charged, again so that expenditures can be verified. SHPO/the State can only reimburse wages at not more than an hourly rate as directed by the National Park Service each federal fiscal year. For fiscal year 2021 grants, the rate is \$79.68/hour. Invoices from consultant(s) must include their signature and must also be within the contract time period.

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(e) Total Obligation

The total obligation of the State for all compensation and reimbursements to the City under this grant contract will not exceed the grant amount.

Payments under this grant contract will be made from federal funds obtained by the State through Title: Historic Preservation Fund Grants-In-Aid CFDA number 15.904 of the National Historic Preservation Act of 1966, as amended. The City is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the City's failure to comply with federal requirements.

Supporting documentation (proof of payment and proof of expense) for all costs claimed in this request

(including for match and in-kind expenses), must be attached. Each supporting document should be labeled with the appropriate approved budget line item expense. Please fill out the Value of In-Kind and/or Donated Services Time Sheet and/or the Value of Donated Supplies and Materials forms when applicable.

4.2 Payment

(a) Invoices and Supporting Documentation

The State will promptly pay the City after the City 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 must clearly state the grant amount being requested as well as documenting any match. Payment cannot be made until all required information has been submitted to the State for review and approval.

Supporting documentation (proof of payment and proof of expense) for all costs claimed in payment requests (including for match and in-kind expenses), must be attached. Each supporting document should be labeled with the appropriate Approved Project Budget Line-Item Expense. Please fill out Value of In-Kind and/or Donated Services Time Sheet and/or the Value of Donated Supplies and Materials forms when applicable.

(b) Federal Funds

Payments under this grant contract will be made from federal funds obtained by the State through Title: Historic Preservation Fund Grants-In-Aid CFDA number 15.904 of the National Historic Preservation Act of 1966, as amended. The City is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the City's failure to comply with federal requirements.

(c) Unexpended Funds

The City 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.

(d) Contracting and Bidding Requirements

Per Minn. Stat. §471.345, the City must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value

alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the City's financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. 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. A prevailing wage form should accompany these bid submittals.

(f) The City agrees not to contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension.

Current lists of such parties are available online at the Minnesota Department of Administration website <http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.3 Payments to Individuals

The Grantee must ensure that every individual receiving money from this grant in exchange for work, services, performances or participation, complete IRS form W-4, W-8 or W-9, depending upon the individual's employment or citizenship status. All payments to individuals must comply with federal and state tax laws and reporting requirements.

5 Conditions of Payment

All services provided by the City 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 City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. All reporting involved with the project must be submitted to SHPO.

Authorized Representative*

Grantee's Authorized Representative

Luke Sims, Assistant City Planner

6 Authorized Representative

The State's Authorized Representative is Amy Spong, Department of Administration, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-3288 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 reasonably satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **See Above**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The City 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.

A. Any significant variations from the approved work summary, products, budget, and performance/reporting milestones described in Attachment A which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Mike Koop, State Historic Preservation Office, Grants Office, 50 Sherburne Avenue, Saint Paul, Minnesota, 55155. The State will respond in writing, either approving or not approving

the changes, and may amend the contract if deemed necessary. The City is aware that some changes may require approval by the National Park Service and agrees to submit any necessary changes as early as possible during the project period. Variations which are not known until the conclusion of the project may be submitted with the final Request for Reimbursement; however, the City understands that costs may be disallowed if changes are not approved.

B. If any part of the budgeted federal grant funds will not be used, the City must notify the State at least sixty (60) days before the project's ending date. Failure of the City to notify the State may result in the loss of federal funds to the state, and may have an adverse effect on future applications for CLG funds by the City.

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

8.1 The City 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 City or the City's agents or employees. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligations under this grant contract.

8.2 The City will indemnify and save and hold the Department of the Interior harmless from any and all claims or causes of action arising from the performance of this project by the City.

9 Audit

9.1 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the City's books, records, documents, and accounting procedures and practices of the City 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.

9.2 Federal Audits

A. For cities who expend \$750,000 or more a year in Federal funds, the City must submit single or program-specific audits completed pursuant to Uniform Grant Guidance for all fiscal years that include the project

period. These must be submitted to Mike Koop, State Historic Preservation Office, 50 Sherburne Avenue, Saint Paul, Minnesota 55155 within one hundred and twenty (120) days of their completion.

B. The City agrees to maintain records to document any matching funds claimed as part of the project. The City further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.

C. The City agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the State, its designated representatives, or any applicable agency of the State of Minnesota

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices

The City 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 City 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 City or the State. If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released. The City's response to the request shall comply with applicable law

10.2. Intellectual Property Rights

The State retains ownership of all intellectual property created with these grant funds. The State gives the City an unlimited license to use of all intellectual property created with these grant funds for authorized governmental purposes.

11 Workers' Compensation

The City 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 City 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 appropriation must publicly credit the State of Minnesota, including on the City's website when practicable.

12.2 Federal Funding

A. Public Law 101-517, Title V, Section 511, states: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be furnished by nongovernmental sources.

B. The City agrees any publications, studies, reports, presentations, films, audio visual materials, exhibits, or other material prepared with grant assistance will contain an acknowledgment of HPF grant funds and nondiscrimination policy as follows:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U. S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C St., NW, Washington, D.C. 20240."

12.3 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 the Grant is withdrawn by the U.S. Department of Interior.

(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 City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 City 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.

∨ Signatures

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § § 16A.15 and 16C.05.

ELECTRONIC SIGNATURE

Laura Goiffon

DATE

 08/18/2020

SWIFT Grant contract No. -

181895/300-10133

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

Date

i Due on 08/31/2020.

Save Follow Up

Submit Follow Up

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

City Clerk

09/08/20

Item: **Transit Grant Application – Bus Garage Project**

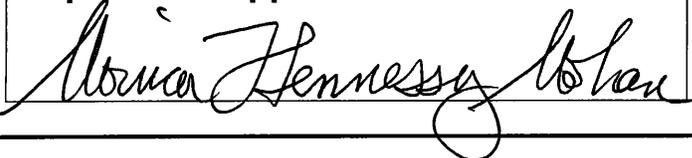
No. **5.3**

SUMMARY OF REQUESTED ACTION:

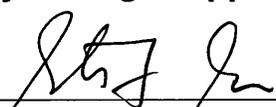
The City Clerk has prepared the transit grant application to the Minnesota Department of Transportation — Office of Transit for funds to insulate the current bus garage for the Winona Transit Service in 2021. The total estimated cost for the project is \$65,000, and the State grant funds would provide 80% of the cost. The balance of the capital costs will be funded through Transit reserves.

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

Department Approval:



City Manager Approval:



RESOLUTION

BE IT RESOLVED that the City of Winona enter into an Agreement with the State of Minnesota to insulate the Winona transit bus garage for storage of the buses which provide public transportation service in the cities of Winona and Goodview; and

BE IT FURTHER RESOLVED that the City of Winona agrees to provide a local share of up to 20% of the total capital costs; and

BE IT FURTHER RESOLVED that the City of Winona agrees to provide 100% of the local share necessary for expenses that exceed funds available from the State; and

BE IT FURTHER RESOLVED that the City of Winona authorizes the City Manager and the City Clerk to execute the aforementioned Agreement and any amendments thereto.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
No: 5	Public Works	09/08/20

Item: **Community Forestry Corps Member**

No. 5.4

SUMMARY OF REQUESTED ACTION:

The City was awarded a Community Forestry Corps member for the 2020-2021 service term pending City Council approval. The Community Forestry Corps is a new program of AmeriCorps, and is designed to improve the forest canopy of communities. The program appears to be similar to the GreenCorps urban forestry position, which the City benefited from in 2016-2017. The City will also be hosting a GreenCorps member for this service term, but it is distinct from the Community Forestry Corps position with minimal overlap of work areas.

The City's Natural Resources and Sustainability Coordinator will be responsible for managing the member's workload and other program compliance aspects as the site supervisor. The City's Tree Crew Chief will be involved in training the member and assisting with the different projects. As part of the arrangement, the City is obligated to devote staff time (nearly 3 hours/week), provide a workstation for the member, and necessary equipment. The member's salary and benefits are provided by Reading & Math, Inc. who administers the overall program for AmeriCorps.

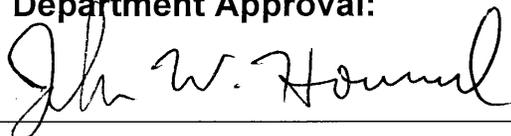
The City's Forestry Corps member would work nearly 40 hours per week from Oct. 2020 through Aug. 2021. The work plan presented in our application to the program is as follows:

The member's duties will be multi-faceted at the City of Winona. The largest duty will be to coordinate boulevard and park tree plantings and follow up care, likely taking place in the spring of 2021. Another major work task will be updating and improving the citywide tree inventory completed in 2016.

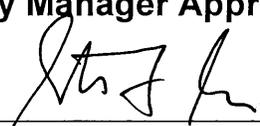
Other work areas will include:

- Participating in the creation of a sustainability plan for the City with an emphasis towards natural area management.
- Developing forestry management plans for natural areas, largely in the bluff side parks in Winona.
- Identifying ash trees afflicted with Emerald Ash Borer, and prioritizing which to save. Also assisting homeowners in confirming that their tree is an ash and helping with replacement.

Department Approval:



City Manager Approval:



Community Forestry Corps Member

Page 2

- Updating the City code regarding tree planting, and assisting in planning waste wood compost and reuse.
- Identifying and mapping areas of oak wilt.

A general program summary and the proposed site agreement form are included for Council review.

If the Council concurs that it would be worthwhile to bring in a Community Forestry Corps member, a motion to authorize staff to execute the agreement would be in order.

Community Forestry Corps Site Application

Community Forestry Corps is a new pilot AmeriCorps program in Minnesota with a focus in preserving and protecting Minnesota's environment and strengthening communities, specifically focused on preserving and increasing tree canopy.

What is the Community Forestry Corps?

Community Forestry Corps is a new pilot AmeriCorps program with a focus in preserving and protecting Minnesota's environment and strengthening communities, specifically focused on preserving and increasing tree canopy.

What do Community Forestry Corps Members do?

Members provide your organization with additional capacity to preserve and increase tree canopy in your community. Members will be specifically trained to conduct the following activities:

- tree inventorying,
- planning and implementing tree planting events with volunteers and/or host site staff,
- gravel bed nursery design/construction/management,
- Emerald Ash Borer management plan development and implementation,
- citizen volunteer recruitment/training/utilization, and
- serve as a host site tree ambassador, providing outreach and education about the importance of trees in our communities.

What is the time commitment and schedule for a Community Forestry Corps Member?

Members serve 40 hrs/week from September 27, 2020 - August 28, 2021 at your site. In exchange for their service, members are paid \$650 once every two weeks and earn a \$6,195 education award. This is paid by Reading & Math, Inc.

What organizations are eligible to host a Community Forestry Corps Member?

Governmental agencies and nonprofit organizations in Minnesota. For-profit entities are not eligible to host AmeriCorps members.

What is the cost for my organization?

There is no cash fee. However, your organization will need to provide supervision and any other supplies or items needed by the AmeriCorps member for their service.

What is my organization's commitment to host a Community Forestry Corps Member?

- Assist in recruiting candidates to serve as your Community Forestry Corps Member
- Assign a current employee who can be the site supervisor for the member:
 - the site supervisor should be someone who is responsible for parks and/or public trees
 - the site supervisor will provide daily direction and oversight to the member, and
 - the site supervisor will approve member timesheets
- Provide a workspace for member to use when they are in the office
- Provide a computer for the member to use

Site Agreement

READING & MATH, INC.



The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. for the 2020-2021 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource.

A. **AmeriCorps programs:** Reading Corps, Math Corps, Opportunity Corps, and Recovery Corps, hereafter referred to collectively as "Program," are AmeriCorps programs. AmeriCorps is a national service program that engages people in a year-long commitment to service in meeting needs in their local communities. For more information, visit www.americorps.gov.

B. **Parties to this agreement:**

4912 - City of Winona, Winona, Minnesota 55987

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B,
Minneapolis MN 55415

C. Definitions:

1. AmeriCorps Member. Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
2. Service Site. This is the location where an AmeriCorps member is placed and performs their daily service.
3. Internal Coach and/or Site Supervisor. Employee of the partnering Service Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. Program Staff. Employee of RMI who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
5. CNCS. Corporation for National and Community Service; federal agency for all AmeriCorps programs. Referred to as the "Corporation".

- D. **Early termination:** At RMI's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year.

SERVICE SITE RESPONSIBILITIES

A. **Commitment to the Program Objectives and Model:** The Service Site agrees to commit Program objectives and Program Model, as articulated in the addendum.

B. **AmeriCorps Service Environment**

1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
2. **Program and member introduction:** Introduce member at a staff meeting or similar setting. Educate all staff about the purpose of the member position and Program. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
6. **Accessibility:** Ensure the Service Site is accessible to people with disabilities.
7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
8. **Workspace and computer access:** Provide members with a reasonable workspace, including:
 - i. Access to a phone and computer with Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next most recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials (e.g., viewing training videos posted to Vimeo).

- ii. Locked drawer to store confidential participant data.
 - iii. Issuing an accessible email address if common email providers are blocked at the Service Site.
 - iv. Reasonable and quiet space for members to work with individuals.
9. **Grievance Procedure:** Inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by RMI and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation of Community and National Service Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
- C. **Internal Coach and/or Site Supervisor:** The Service Site must designate a staff person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the service site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
4. **Set member schedule:** Develop a schedule with the member that includes:
 - i. The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific Addendum for details.)
 - ii. A full caseload of participants as defined by Program.
 - iii. Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - iv. Time to attend all required training and/or events.
5. **Data checks:** Review data collected by members on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
6. **Performance management:** Set clear expectations for the member at the beginning of the year, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site administrators (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to enact the Program performance management procedure as outlined in the Program handbook given to Internal Coaches/Site Supervisors, which includes providing documentation required for the member's personnel file.

7. **Training attendance:** Attend required training as scheduled by Program.
8. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
9. **In-Kind time reports:** Report, as required or requested, time spent dedicated to Program through a monthly in-kind report.

D. **Member Recruitment and Selection**

The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadline set by Program.

1. **Recruitment:** The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
2. **Interview:** The Service Site may have the option of participating in interviews alongside Program Staff to select the member(s) best suited for the Service Site. Program Staff will provide interview questions to ensure a fair and equitable process; completed interview questions must be on file before an offer can be made.
3. **Selection:** The Service Site will not extend an official offer to any applicant; it may, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. RMI will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

4. **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Service Sites if the applicant did not clear the background check according to the RMI and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Service Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check.

Members may need to be accompanied while their FBI Fingerprint check is pending. An individual is accompanied when they are in the physical presence of a personnel cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this person.

5. **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before completing 30 percent of the term.
6. **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
7. **Unfilled positions:** Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.
8. **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding Educator Corps). If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, the site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- E. **On-Site Training and/or Staff Meetings:** The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- F. **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for attending data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- G. **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

RMI Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

- H. **Site Fees:** Some Programs require that Service Sites pay a site fee for the Program. Please see Program-specific addendum for amount and payment requirements.
- I. **In-Kind Contributions:** Report, as required or requested, the Service Site’s non-monetary contribution that is required for Program to operate and includes the value of the following items: 1) building operating costs, including electricity, heat, trash removal, janitorial costs, office supplies, etc., 2) internal coach/site supervisor annual salary and fringe, 3) principal annual salary and fringe (if applicable). The Service Site’s finance department or business office should complete the form annually, as requested. Principal time will be tracked by Program and will need to be verified by the principal on a regular basis.

READING & MATH, INC. RESPONSIBILITIES

Program Staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Service Site to recruit members. Program Staff will provide recruitment materials to the Service Site. Program Staff implement recruitment plans.
2. **Interviewing:** Program Staff will screen all applications, conduct phone interviews, and manage final interviews for all candidates.
3. **Selection:** Program Staff may work together with the site to make selection decisions. Program Staff have the responsibility and authority to extend an offer for a position to an applicant. RMI reserves the right to make final selection decisions. Program Staff will assist the site in filling all positions by the deadline.
4. **Background checks:** RMI conducts all required background checks, as noted in a previous section of this Site Agreement. RMI will not conduct background checks on volunteers recruited by members to assist with Service Site events.

B. Member Management:

1. **Member training:** Program Staff will coordinate the logistics and schedule the member and Internal Coach/Site Supervisor trainings that occur throughout the year.
2. **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress. RMI provides the training for members and supervisors.
3. **Content experts:** RMI supports services sites and members by providing content experts that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)
4. **Member site visits:** Program Staff will conduct site visits, as needed, during the year with each member and Internal Coach/Site Supervisor.
5. **Monitoring program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.

6. **Member personnel file:** RMI is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
7. **Member benefits:** RMI is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and housing and/or transportation assistance if the member qualifies.
8. **Conflict resolution:** Program Staff work together with the Internal Coach/Site Supervisor in resolving any member issues. The Program Staff, not the Service Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Such other activities as the Corporation may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. **Supplantation:**

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. **Non-Duplication:**

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. **Non-Displacement:**

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - I. Will supplant the hiring of employed workers; or
 - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

RMI does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of RMI.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc.

1200 S. Washington Ave, Ste 210B, Minneapolis, MN 55415
humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

Corporation for National and Community Service
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

RMI make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or RMI Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. RMI will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or RMI Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact RMI Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

DIVERSITY, EQUITY AND INCLUSION

Reading & Math, Inc.'s Diversity, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Service Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by RMI or its partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Service Site could be terminated.

CERTIFICATION

This Site Agreement and attached program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on August 31, 2021 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by RMI and attach them to this Agreement in the Addendum(s).

Member Award

City of Winona (CFC): Community Forestry Corps Member - 1 Full-Time Plus

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Service Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff Name John Howard	Title Natural Resources & Sustainability Coordinator
Service Site Staff Signature	Date



Community Forestry Corps Addendum

The purpose of this addendum is to establish the basic parameters of the service site's participation in Minnesota Community Forestry Corps for the 2020-2021 program year. Community Forestry Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Community Forestry Corps Overview

Community Forestry Corps is a strategic partnership between Serve Minnesota, Reading & Math, Inc., and non-profit organizations across Minnesota. In September 2020, the Community Forestry Corps will pilot its program through engaging a team of AmeriCorps members in the preservation and revitalization of Minnesota's forests. Community Forestry Corps members will serve at a nonprofit or public agency with a mission to preserve and protect Minnesota's environment and strengthen communities, with a focus on preserving and increasing tree canopy.

Parties to this Agreement

4912 - City of Winona, Winona, Minnesota 55987

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI"
1200 S. Washington Ave
Suite 210B
Minneapolis, MN 55415

A. Program Model

a. Community Forestry Corps Member

Community Forestry Corps Members serve at a nonprofit or public agency with a mission to preserve and protect Minnesota's environment and strengthen communities, with a focus on preserving and increasing tree canopy.

Community Forestry Corps Members essential functions consist of the following:

- tree inventorying,
- planning and implementing tree planting events with volunteers and/or host site staff,
- gravel bed nursery design/construction/management,
- Emerald Ash Borer management plan development and implementation,
- citizen volunteer recruitment/training/utilization, and
- serve as a host site tree ambassador, providing outreach and education about the importance of trees in our communities.

b. Service Site Work Plan

Service sites are required to submit a work plan timeline for each Community Forestry Corps Member. A template will be provided by RMI. Service sites should work with their member(s) to develop the work plan within the members' first two week of service. Work plans must be submitted to RMI no later than Friday, October 9, 2020. Any extensions must be requested to RMI.

B. Member Schedules

Service site will ensure that their Community Forestry Corps member serves at least 40 hours per week with service activities primarily consisting of the essential functions.

C. Site Fees

No site fees will be collected from the service site during the 2020-2021 service year.

D. Data Collection

The data collection is vital in Community Forestry Corps pilot year. Service sites must support members and RMI in submitting data from the member's service efforts. This data collection can range from weekly to biannually.

E. Member Safety

- a. Service Site will ensure that assigned Community Forestry Corps members are trained and equipped (e.g., GPS devices) with any instruments/equipment/tools necessary to successfully complete their service. Community Forestry Corps members are prohibited from using gas/diesel/electric or other powered landscaping tools or saws, or other similar equipment (excludes vehicles for which they are approved and licensed to operate).
- b. Service Site will ensure the Community Forestry Corps members placed at Service Site are provided with health and safety equipment (such as Personal Protective Equipment/PPE) comparable to that provided to Service Site staff and volunteers
- c. Service Site and/or Site Supervisor will provide training to Community Forestry Corps member(s) on site-specific safety protocols, including:
 - Site safety policies for staff and volunteers
 - Where to find PPE equipment and/or cleaning supplies for Community Forestry Corps member use
 - Contact and preferred contact method for safety-related questions or COVID diagnosis or exposure
- d. Service Site must provide a site safety plan to program upon request

F. Personal Vehicle and Transportation Policy

Community Forestry Corps members are permitted to drive a vehicle during their service day only if the member has cleared RMI's motor vehicle report (must have a valid driver's license and meet the minimum RMI driving policies standard). Community Forestry Corps members are not to drive until RMI has notified them of their clearance. If a member did not clear a member's motor vehicle report, the member will not be permitted to drive during the service day.

Community Forestry Corps members must not transport any participants.

Member's Personal Vehicle(s): Any Community Forestry Corps is permitted to drive if they have been given clearance to drive from RMI.

Service Site Vehicle(s): Any Community Forestry Corps member that is permitted to drive is allowed to use the Service Site's owned or leased vehicle(s) only with advanced approval from RMI. Service Site must provide RMI proof of insurance in their request for a member to drive Service Site vehicle(s).

CERTIFICATION

Certification

This program specific addendum(s) serves as an agreement between the service site and the Program for the stated program year as a part of the Service Site Agreement signed for 2020-2021. The terms of this agreement will end on September 1, 2021. Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand and agree to all terms and conditions of this agreement, including but not limited to:

- Program Model details
- Support full schedule for AmeriCorps members
- Protect all PII per Applicable Federal and local laws

Service Site Staff Name John Howard	Title Natural Resources & Sustainability Coordinator
Service Site Staff Signature	Date

Site Agreement Addendum for COVID-19

READING & MATH, INC.



The purpose of this addendum is to establish additional parameters related to impacts of COVID-19 related to the AmeriCorps member and AmeriCorps service site during the 2020-21 program year.

A. Parties to this agreement:

4912 - City of Winona, Winona, Minnesota 55987

Hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Minneapolis, MN 55415

B. Additional Definition:

Personal Device. A Personal Device is a device that belongs to the AmeriCorps Member and that is under the Member's sole custody, control, and possession and that is regularly used by such member to carry out duties as required in this agreement.

C. Additional Service Site Responsibilities and Agreements – Sections 1 and 2 below are required for Service Site. Service Site will indicate agreement with Sections 3 by initialing the corresponding section. If a Service Site does not agree to Section 3, they will not initial next to that section.

1) Member Safety

- a) Service Site will ensure the AmeriCorps member(s) placed at Service Site are provided with health and safety equipment (such as Personal Protective Equipment/PPE) comparable to that provided to Service Site staff and volunteers
- b) Service Site and/or Internal Coach/Site Supervisor will provide training to AmeriCorps member(s) on site-specific safety protocols, including:
 - i) Site safety policies for staff and volunteers
 - ii) Where to find PPE equipment and/or cleaning supplies for AmeriCorps member use
 - iii) Contact and preferred contact method for safety-related questions or COVID diagnosis or exposure
- c) Service Site must provide a site safety plan to program upon request

2) Technology and Virtual Support

- a) In the event the site requests that AmeriCorps member service is conducted in a virtual setting, Service Site must make their best effort to provide a device that can be used remotely or provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants.
- b) Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

3) Use of Personal Devices

_____ By choosing Agree here the Service Site acknowledges that AmeriCorps Member(s), during the COVID-19 public health emergency, will be allowed to use Personal Devices to carry out duties required to implement services as provided for in this Site Agreement if the Service Site is unable to provide a device themselves. Service Site hereby agrees not to hold RMI liable for any conduct of the Member related to or resulting from the use of a Personal Device in carrying out the Member's duties for the Service Site.

CERTIFICATION

This additional addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021. Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to the terms and conditions of the required sections of this agreement as well as any additional section initialed above.

Service Site Staff Name John Howard	Title Natural Resources & Sustainability Coordinator
Service Site Staff Signature	Date

REQUEST FOR COUNCIL ACTION

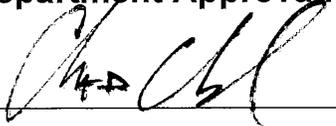
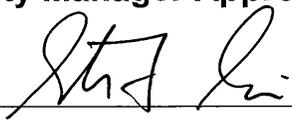
<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Parks and Recreation	09/08/20
<i>Item:</i> Resolution of Support for Bonding Bill		
<i>No.</i> 5.5		

SUMMARY OF REQUESTED ACTION:

As the State Legislature nears a September special session, the Parks and Recreation Department is requesting Council to approve the attached resolution supporting a bonding bill. The Parks and Recreation Department is seeking this support as the City of Winona has requested the Mississippi Riverfront Trail – Phase One project for state bonding. If Council approves the resolution we will forward the support resolution on to the State Legislature, specifically to local state senator and representative.

Staff recommends approving the attached resolution.

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

Department Approval: 	City Manager Approval: 
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**RESOLUTION
A RESOLUTION IN SUPPORT OF STATE BONDING BILL**

WHEREAS, the people of Minnesota need basic infrastructure such as drinking water, sewage treatment, roads, bridges, and

WHEREAS, our state (and nation) is facing one of the worse economic struggles in its history and one of the best and only tools that the state has to stimulate the economy is a bonding bill that will create jobs and inject much needed funding into our state economy; and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2019 legislative session, and

WHEREAS, the Legislature failed to pass a bonding bill in the regular 2020 legislative session and three subsequent special sessions, and

WHEREAS, interest rates are at an all-time low, and

WHEREAS, the City of Winona has requested state bond funding for the Mississippi Riverfront Trail – Phase One project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Winona, Minnesota urges through this Resolution to its lawmakers to work in a bipartisan way to pass a bonding bill in the special session to be held in September 2020.

BE IT FURTHER RESOLVED that this resolution be transmitted to Senator Jeremy Miller and Representative Gene Pelowski, Speaker of the House Melissa Hortman, Senate Majority Leader Paul Gazelka, House Minority Leader Kurt Daudt, Senate Minority Leader Susan Kent, and Governor Tim Walz

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: **7**

City Clerk

09/08/20

Item: **Council Concerns**

No. **7.1**

SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:

Monica Hennessy Nolan

City Manager Approval:

Steve Jiri

REQUEST FOR COUNCIL ACTION

Agenda Section: **Consent Agenda**

Originating Department:

Date:

No: **8**

City Clerk

09/08/20

Item: **Consent Agenda**

No. **8.**

SUMMARY OF REQUESTED ACTION:

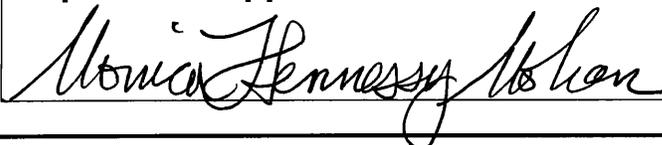
City Clerk: Item No. 8.1: Approval of Minutes – August 17 & 28, 2020

Minutes of the August 17 & 28, 2020 City Council meetings have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

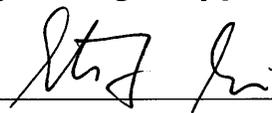
City Clerk: Item No. 8.2: Ordinance to Ban Conversion Therapy

An ordinance to prohibit the practice of conversion therapy within the City of Winona was introduced at the August 17, 2020 Council meeting. The purpose and effect of the proposed ordinance has been published by law. Accordingly, the ordinance may now be considered for final adoption. The ordinance states that the City will set the fines for violating this ordinance via an Administrative Fine, which is set by City Resolution. The attached resolution sets these fines as recommended by the Human Rights Commission.

Department Approval:



City Manager Approval:



RESOLUTION

**APPROVING ADMINISTRATIVE FINES
FOR CONVERSION THERAPY BAN ORDINANCE**

WHEREAS, On September 8, 2020 the City Council of the City of Winona adopted Section 62.34 within in its City Code, which is an ordinance banning practice of conversion therapy; and

WHEREAS, Winona City Code Section 62.34(d) provides that violations of Section 62.34 banning the practice of conversion therapy are administrative offenses; and

WHEREAS, the City Council desires to amend the previously adopted list of administrative fines to include violations of City Code Section 62.34 in the following amounts:

1. \$200 for 1st violation;
2. \$300 for 2nd violation;
3. \$400 for subsequent violations; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota, amend the previously established list of administrative fines by adding the heading "Violations of Chapter 62.34 – Conversion Therapy" and including under that heading the following amounts for violations thereof:

1. \$200 for 1st violation;
2. \$300 for 2nd violation;
3. \$400 for subsequent violations

BE IT FURTHER RESOLVED by the City Council of the City of Winona, Minnesota, that the City Clerk be authorized to make the changes to the City's established list of administrative fines referenced in this Resolution.

Dated this _____ day of _____, 2020.

Mark F. Peterson, Mayor

Attest:

Monica Hennessy Mohan, City Clerk