

Winona City Council Zoom Meeting Access and Procedures

June 15, 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.



Winona City Council Agenda

Monday, June 15, 2020
 6:30 P.M., Meeting No. 12
 City Council Chambers – City Hall
 3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

1st Ward Al Thurley
2nd Ward Eileen Moeller
3rd Ward Pamela Eyden

4th Ward George Borzyskowski
At-Large Michelle Alexander
At-Large Paul Schollmeier

| | |
|-------------------------------|--|
| 1. | Call to Order – Mayor & City Manager’s Comments – Roll Call |
| 2. | Required Public Hearings |
| 3. | Petitions, Requests, Communications |
| <i>City Clerk</i> | 1. Club, Wine and Off-Sale Liquor License Renewals for 2020 |
| <i>City Clerk</i> | 2. Liquor License Renewals for 2020 |
| 4. | Unfinished Business |
| <i>Engineering</i> | 1. Award Contract for 2020 Sidewalk Project |
| 5. | New Business |
| <i>City Manager</i> | 1. Approve Maintenance Agreement with Winona County for the GIS System |
| <i>City Clerk</i> | 2. Resolution to Certify Polling Places for 2020 Elections |
| <i>Planning</i> | 3. Draft Orderly Annexation Agreement |
| <i>Planning</i> | 4. Malay Detachment Request |
| <i>City Manager</i> | 5. Discretionary Leave Policy |
| <i>City Manager</i> | 6. COVID-19 Preparedness Plan |
| <i>Parks & Recreation</i> | 7. Parks and Recreation Summer Season – COVID-19 Plan |
| <i>Parks & Recreation</i> | 8. Climbing Boulder Equipment Placement – Levee Park |
| <i>Parks & Recreation</i> | 9. Prairie Island Campground Renovation Project |
| 6. | Reports of Committees |
| 7. | Council Concerns |
| <i>City Clerk</i> | 1. Council Concerns |
| 8. | Consent Agenda |
| <i>City Clerk</i> | 1. Approval of Minutes – June 1, 2020 |
| 9. | Adjournment |

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> Petitions, Requests, Communications | <i>Originating Department:</i> | <i>Date:</i> |
| <i>No:</i> 3 | City Clerk | 06/15/20 |
| <i>Item:</i> Club, Wine and Off-Sale Liquor License Renewals for 2020 | | |
| <i>No.</i> 3.1 | | |

SUMMARY OF REQUESTED ACTION:

Applications for the renewal of State-issued liquor licenses have been received for Clubs, On-Sale Wine, and Off-Sale Liquor licenses for effective dates of July 1, 2020 – June 30, 2021.

State law requires that proof of appropriate financial responsibility, generally in the form of a certificate of liquor liability insurance, be submitted by the licensee to the City. The following have yet to provide an updated certificate of insurance for liquor liability:

- Fraternal Order of Eagles Aerie #1243
- Rivers Hotel Company dba Fairfield Marriott Hotel.

In addition, the Winona City Code requires that the all real estate taxes and special assessments due and payable in the previous calendar year, as well as all pending assessments for unpaid municipal charges, and all other unpaid municipal charges, shall be paid in full prior to issuance of any license. The City Clerk's office reviewed each of the applicant's property taxes, special assessments and utility billing history, and found the following is delinquent in City water and sewer billings:

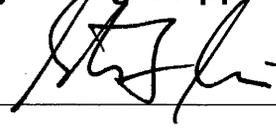
- Perrella, Inc., dba Sammy's Pizza.

The remaining applicants have submitted all of the required documents. If the Council concurs, a motion to approve these licenses, with the licenses for the licensees listed above contingent on receipt of the certificate of insurance and full payment of delinquent City utility bill no later than 12:00 p.m. (noon), on Wednesday, June 24, 2020, would be in order.

Department Approval:



City Manager Approval:



Club, Wine and Off-Sale Liquor License Renewals for 2020

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Off-Sale Intoxicating Liquor Licenses:

1. Fifth Street Liquor, Inc. dba Fifth Street Liquor at 501 West Fifth Street,
2. Hy-Vee, Inc. dba Hy-Vee Wine and Spirits at 1471 Service Drive,
3. Konkel Discount Liquor, Inc., dba Discount Liquor at 1733 Service Drive,
4. Midtown Wine and Spirits, LLC, dba Midtown Wine and Spirits, 126 East 5th Street,
5. Rimkus Corporation dba MGM Wine & Spirits, 850 Menard Road,
6. Rosas Liquor, LLC, Inc. dba Third Street Liquor at 157 East Third Street,
7. Swenny, Inc., dba Hwy 61 Liquor, 1213 Gilmore Ave, Ste. A-3;

Club On-Sale Intoxicating Liquor Licenses:

1. Fraternal Order of Eagles Aerie #1243 dba Winona Eagles Club Aerie #1243 at 210 East Fourth St.,
2. VFW Service Club, Inc. #1287, dba Veterans of Foreign Wars Club at 208 E. 3rd Street,
3. Winona Athletic Club, Inc. dba Winona Athletic Club at 773 E. 5th Street,
4. Winona Social Red Men, Inc. dba The Red Men Club at 176 West Third Street.

Club On-Sale Sunday Intoxicating Liquor Licenses:

1. Fraternal Order of Eagles Aerie #1243,
2. VFW Service Club, Inc., #1287,
3. Winona Athletic Club, Inc.,
4. Winona Social Red Men, Inc.

On-Sale Wine and 3.2% On-Sale Licenses:

1. Acoustic Cafe, Inc., dba Acoustic Cafe at 77 Lafayette Street,
2. Blooming Grounds Express, LLC, dba Blooming Grounds Express, 270 West Third Street, Ste 2,
3. Marks, Amy Jo, dba Blooming Grounds Coffee House, 50 East 3rd Street,
4. Miya Japanese Bistro, LLC, dba Miya Japanese Bistro, 62 East 3rd Street,
5. Ocean Sushi, dba Ocean Sushi, 1213 Gilmore Ave, Ste T-9,
6. Perrella, Inc., dba Sammy's Pizza & Restaurant at 126 West Second Street,
7. Rivers Hotel Company dba Fairfield Marriott Hotel, 925 Bruski Drive,
8. Larry and Colleen Wolner, dba the Blue Heron Coffeehouse, 162 West 2nd Street.

REQUEST FOR COUNCIL ACTION

| | | |
|---|---|-------------------------------------|
| <i>Agenda Section:</i> Petitions, Requests, Communications | <i>Originating Department:</i> City Clerk | <i>Date:</i> 06/15/20 |
| <i>No:</i> 3 | | |
| <i>Item:</i> Liquor License Renewals for 2020 | | |
| <i>No.</i> 3.2 | | |

SUMMARY OF REQUESTED ACTION:

The lists below show the applicants who have submitted applications for the renewal of the specified licenses. Each of the licenses shown below would be effective July 1, 2020 through June 30, 2021.

State law requires that proof of appropriate financial responsibility, generally in the form of a certificate of liquor liability insurance, be submitted by the licensee to the City. All of the applicants have met this requirement, with the exception of the following:

- Dan Boynton dba Dan's Dugout,
- El Patron,
- G&T dba Nosh,
- Lun Van Ngyuen dba Handy Corner,
- Rivers Hotel Company for both the River City Grill and Riverport Inn & Suites,
- Wenonah Property Group dba Mulligan's,
- Westgate Bowl, and
- Winona Golf and Dining.

The Winona City Code requires that the all real estate taxes and special assessments due and payable in the previous calendar year, as well as all pending assessments for unpaid municipal charges, and all other unpaid municipal charges, shall be paid in full prior to issuance of any license. The City Clerk's office reviewed each of the applicant's property taxes, special assessments and utility billing history, and found that following are delinquent in their City water and sewer accounts:

- Ed Marino dba Fast Eddie's,
- No Name, and
- Zaza's.

Four businesses are not renewing their liquor license: Nimisha Freedom Value, Eagle Bluff Partners dba Pizza Hut, Tavern 129, and Jeffersons Pub and Grill. If the Council concurs, a motion to approve the licenses, with the licenses for the above listed applicants contingent upon receipt of a certificate of liquor liability, and full payment of the delinquent City utility bills, no later than Wednesday, June 24, 2020, would be in order.

Department Approval:



City Manager Approval:



Liquor License Renewals for 2020

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On-Sale Intoxicating Liquor Licenses – Restaurant

1. Beier's Ground Round Inc. dba Ground Round at 405 Highway 14,
2. Boathouse LLC dba The Boathouse, 2 Johnson Street,
3. Bub's Brewing Co., Inc., dba Bub's Brewing Co. & Mutt Lynch's at 65 East Fourth Street,
4. Compass Group USA, Inc. dba Chartwells at St. Mary's University of MN College Center at 700 Terrace Heights,
5. El Patron Mexican Grill of Winona, LLC, dba El Patron Mexican Grill at 1415 Service Drive,
6. G and T Inc., dba Nosh Scratch Kitchen, 102 Walnut Street,
7. Jim and Virginia Whalen, dba Whalen's at 1460 West Fifth Street,
8. Los Mango's Inc, dba Mango's Mexican and American Grill, 408 Highway 14 West,
9. Rivers Hotel Company, Inc. dba River City Grill at 1025 Highway 61 East,
10. Rivers Hotel Company, Inc. dba Riverport Inn & Suites at 900 Bruski Drive,
11. Westgate Lanes, Inc. dba Westgate Bowl & Wellington's Pub & Grill, 1423 Service Drive,
12. Winona Golf & Dining, Inc., dba Signatures Restaurant at 22852 County Road 17.

On-Sale Intoxicating Liquor Licenses – Bar

1. American Legion Post 9 dba American Legion Post 9 at 302 East Sarnia Street,
2. Julie Barthelme dba Mankato Bar, 477 Mankato Avenue,
3. Daniel J. Boynton dba Dan's Dugout at 579 East Third Street,
4. Broken World Records LLC dba Broken World Records, 265 East 3rd Street,
5. Chadder's on 2nd, LLC, dba Port 507 Bar, 128 West 2nd Street,
6. E.B.'s Inc., dba E.B.'s at 700 W. 5th Street,
7. EE&G Companies, Inc. dba Lucky's on Third, 107 West Third Street,
8. East Side Bar, LLC dba East Side Bar at 851 East 7th Street,
9. Gina Virock, LLC dba Hei and Low Tap at 529 E. 7th Street,
10. Katie's Place, LLC, dba Katie's Place, 1000 East King Street,
11. Charles E. Loshek dba Sloppy Joe's Tavern at 526 East Third Street,
12. MCH, Inc. dba Gabby's Bar & Grill at 179 East Third Street,
13. Edward Marino dba Fast Eddie's at 500 West Fifth Street,
14. Market Street Tap, LLC, dba Market Street Tap, 117 Market Street,
15. Minco, Inc, dba 929 Beerhouse & Grill, 929 East Sanborn Street,
16. Lun Van Nguyen dba Handy Corner at 700 East Fifth Street,
17. Poots Tavern LLC dba Poot's Tavern at 579 East 7th Street,
18. Roadside Attractions, LLC dba No Name Bar at 252 East Third Street,
19. Roots Hospitality LLC, dba AmericInn Hotel & Suites, 303 Pelzer Street,
20. Steinfeldt Corporation dba Steiny's Bar at 501 West 4th Street,
21. The Oaks Wine Bar LLC, dba The Oaks, 75 West Third Street,
22. Wenonah Property Group, Inc., dba Mulligan's Pub at 219 East Third Street,
23. Zaza's Corporation Inc, dba Zaza's Pub and Pizzeria, 529 Huff Street.

Liquor License Renewals for 2020

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On-Sale Tap Room:

1. Island City Brewing Company, dba Island City Brewing Company, 65 East Front Street.

Off-Sale Tap Room Malt Liquor License:

1. Island City Brewing Company, LLC, dba Island City Brewing at 65 East Front Street

Sunday On-Sale License:

1. American Legion Memorial Club, Inc. dba American Legion Memorial Club at 302 East Sarnia Street,
2. Julie Barthelme dba Mankato Bar, 477 Mankato Avenue,
3. Beier's Restaurant, Inc. dba Beier's Restaurant at 405 Highway 14,
4. Boathouse LLC dba The Boathouse, 2 Johnson Street,
5. Daniel J. Boynton dba Dan's Dugout at 579 East Third Street,
6. Broken World Records LLC dba Broken World Records, 265 East 3rd Street,
7. Bub's Brewing Co., Inc., dba Bub's Brewing Co. & Mutt Lynch's at 65 East Fourth Street,
8. Chadder's on 2nd, LLC, dba Port 507 Bar, 128 West 2nd Street,
9. Compass Group USA, Inc. dba Chartwells at St. Mary's University, 700 Terrace Heights,
10. E.B.'s Inc., dba E.B.'s at 700 W. 5th Street,
11. East Side Bar, LLC, dba East Side Bar at 851 East 7th Street,
12. EE&G Companies Inc., dba Lucky's On Third, 107 West Third Street,
13. El Patron Mexican Grill of Winona, LLC, dba El Patron Mexican Grill, 1415 Service Drive,
14. G and T Inc., dba Nosh Scratch Kitchen, 102 Walnut Street ,
15. Gina Virock, LLC, LLC dba Hei and Low Tap at 529 E. 7th Street,
16. Island City Brewing Company, dba Island City Brewing Company, 65 East Front Street,
17. Katie's Place LLC dba Katie's Place, 1000 E. King Street,
18. Los Mango's Inc, dba Mango's Mexican and American Grill, 408 Highway 14 West,
19. Charles E. Loshek dba Sloppy Joe's Tavern at 526 East Third Street,
20. MCH, Inc. dba Gabby's Bar & Grill at 179 East Third Street,
21. Edward C. Marino dba Fast Eddie's at 500 West Fifth Street,
22. Market Street Tap, LLC, dba Market Street Tap, 117 Market Street,
23. Minco, Inc. dba 929 Beerhouse & Grill at 929 East 8th Street,
24. Lun Van Nguyen dba Handy Corner at 700 East Fifth Street,
25. Poots LLC dba Poot's Tavern at 579 East 7th Street,
26. Rivers Hotel Company, Inc. dba Green Mill Restaurant at 1025 Highway 61 East,
27. Rivers Hotel Company, Inc. dba Riverport Inn & Suites at 900 Bruski Drive,
28. Roadside Attractions LLC dba No Name Bar at 252 East Third Street,
29. Steinfeldt Corporation dba Steiny's Bar at 501 West 4th Street,
30. The Oaks Wine Bar LLC, dba The Oaks, 75 West Third Street,
31. Wenonah Property Group, Inc., dba Mulligan's Pub at 219 East Third Street,
32. Westgate Lanes, Inc. dba Westgate Bowl & Wellington's Pub & Grill, 1423 Service Drive,
33. Jim and Virginia Whalen dba Whalens at 1460 West Fifth Street,
34. Winona Golf & Dining, Inc., dba Signatures Restaurant at 22852 County Road 17,
35. Zaza's Inc, dba Zaza's Pub and Pizzeria, 529 Huff Street.

Liquor License Renewals for 2020

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On-Sale 3.2 Percent Malt Liquor Licenses:

1. Robert Joseph Barth dba Rocco's Pub and Pizza, 977 West 5th Street,
2. Winona Tour Boat, LLC dba Winona Tour Boat, Levee Park.

Off-Sale 3.2 Percent Malt Liquor Licenses:

1. Dick's Marine, Inc., dba Dick's Marine at Latsch Island,
2. Erickson Oil Products dba Freedom Value Center #15 at 217 Johnson Street,
3. Gorman-Thompson Foods, Inc., dba Midtown Foods at 126 East Fifth Street,
4. J Severson LLC, dba Severson Service Drive at 1650 Service Drive,
5. J Severson LLC, dba Severson Sugarloaf at 952 Mankato Avenue,
6. Kwik Trip, Inc., dba Kwik Trip #654 at 375 Cottonwood Drive,
7. Kwik Trip, Inc., dba Kwik Trip #778 at 1601 West Fifth Street,
8. Kwik Trip, Inc., dba Kwik Trip #811 at 872 West Broadway,
9. Kwik Trip, Inc. dba Kwik Trip #824 at 770 East Broadway,
10. Lun Van Nguyen, dba Handy Corner at 700 East 5th Street,
11. VFW Service Club, Inc. dba Neville Lien Post 1287 at 208 East Third Street,
12. Wal-Mart Stores, Inc. dba Wal-Mart Supercenter #5397, 955 Frontenac Drive.

Mechanical Amusement Device Licenses:

1. American Legion - 1 game
2. Julie Barthelme - 3
3. Daniel Jo Boynton, Dan's Dugout - 5
4. Broken World Records - 2
5. Bub's Brewing Co., Inc. - 2
6. Chadder's on 2nd, LLC - 4
7. E.B.'s Inc. - 2
8. East Side Bar, LLC - 4
9. EE&G Companies Inc- Lucky's on 3rd - 5
10. Fraternal Order of Eagles - 3
11. Gina Virock, LLC - 3
12. Charles E. Loshek - 4
13. Katie's Place - 3
14. MCH - 5
15. Edward C. Marino - 5
16. Market Street Tap, LLC - 3
17. Minco Inc. - 2
18. National Entertainment Network, Inc. for Wal-mart - 4
19. National Entertainment Network, Inc., for the Winona Family Restaurant - 1
20. Lun Van Nguyen - 2
21. Poot's Tavern - 2
22. Rivers Hotel Company, Inc. for the Plaza Inn Hotel & Suites - 5
23. Rivers Hotel Company, Inc. for Riverport Inn and Suites - 1
24. Roadside Attractions - 3
25. Steinfeldt Corp. - 5
26. VFW Service Club, Inc. - 3

Liquor License Renewals for 2020

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27. Wenonah Property Group, Inc. - 5
28. Westgate Lanes, Inc. - 5
29. Winona Athletic Club, Inc. - 5
30. Winona Social Red Men, Inc. - 1
31. Zaza's Inc. - 3

REQUEST FOR COUNCIL ACTION

| | | |
|---|--------------------------------|------------------|
| <i>Agenda Section:</i> Unfinished Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 4. | Engineering | 6/15/2020 |

Item: **Award Contract for 2020 Sidewalk Project**

No: **4.1**

SUMMARY OF REQUESTED ACTION:

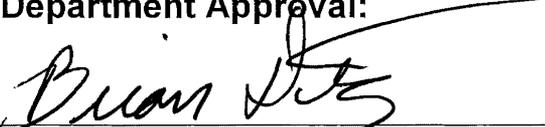
Bids were received on June 10th for the 2020 Sidewalk Project. A tabulation of the proposals received is as follows:

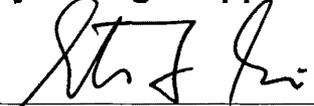
| <u>Bidder</u> | <u>Bid</u> |
|--------------------------------|--------------|
| Wapasha Construction Co., Inc. | \$93,083.25 |
| Fowler & Hammer, Inc. | \$101,259.15 |
| Pember Companies, Inc. | \$160,915.20 |

This project will be funded from the 2020 Sidewalk Project Fund balances.

Staff recommends awarding to Wapasha Construction Co., Inc.

If the Council concurs, a motion to adopt the attached resolution awarding the contract to Wapasha Construction Co., Inc. would be in order.

Department Approval:


City Manager Approval:


RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that it enter into a contract for the 2020 Sidewalk Project and that the City Manager and City Clerk execute the contract; and

BE IT FURTHER RESOLVED that the proposal of Wabasha Construction Co., Inc. in the amount \$93,083.25, it being the most favorable quote received and it being the lowest responsible bidder therefore, be and the same is hereby accepted, and that the bidder execute said contract and furnish bond in the amount of \$93,083.25 as required by the specifications or by law.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

MEMO

City of Winona – Engineering
Brian DeFrang, City Engineer
207 Lafayette Street, PO Box 378
Winona MN 55987-0378
(507) 457-8269 (507) 452-1239 fax
e-mail: BDeFrang@ci.winona.mn.us

Date: June 15, 2020

To: Mayor Mark Peterson
City Council Members

From: Brian DeFrang, City Engineer

Re: Revised Preliminary Assessment Roll 2020 Sidewalk Replacement Project

| | <u>Preliminary Assessment</u> | <u>Revised Preliminary Assessment</u> |
|--|-----------------------------------|---|
| Michael Leaf 65 E 6 th St. Winona, MN 55987 | \$466.32 | Removed-work was already done |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|---|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| ABRAMSON PROPERTIES LLC 26663 COUNTY RD 17 WINONA, MN 55987 54 E 3RD ST | 32.000.1000 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-007 Block-015 ELY 10' OF WLY 20' OF NLY 20' | 50 | \$100.00 | 5 | \$20.00 | 50 | \$250.00 | 0 | \$0.00 | \$370.00 | \$59.20 | \$429.20 |
| OFF CENTER PARTNERS 63 3RD ST W WINONA, MN 55987 50 E 3RD ST | 32.000.1020 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-015 SLY 99 1/4' OF WLY 50' | 27.5 | \$55.00 | 0 | \$0.00 | 27.5 | \$137.50 | 0 | \$0.00 | \$192.50 | \$30.80 | \$223.30 |
| HOME & COMMUNITY OPTIONS INC 66 3RD ST E WINONA, MN 55987 66 3RD ST E | 32.000.1060 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-009 Block-015 E 7' FRONT & 140' DEEP EAST | 45 | \$90.00 | 0 | \$0.00 | 45 | \$225.00 | 0 | \$0.00 | \$315.00 | \$50.40 | \$365.40 |
| ANGELA K HELGET WEDUL & TED M WEDUL 505 STATE ST HOLMEN, WI 54636 78 E 3RD ST E | 32.000.1090 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-010 Block-015 ELY 40' | 114.5 | \$229.00 | 0 | \$0.00 | 114.5 | \$572.50 | 0 | \$0.00 | \$801.50 | \$128.24 | \$929.74 |
| CREIDIM ROCK HOLDINGS LLC 57 3RD ST E WINONA, MN 55987 57 3RD ST E | 32.000.1790 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-004 Block-022 E 2/3 | 75 | \$150.00 | 15 | \$60.00 | 75 | \$375.00 | 0 | \$0.00 | \$585.00 | \$93.60 | \$678.60 |
| VITRUVIUS LLC 702 MANKATO AVE WINONA, MN 55987 66 W 4TH ST | 32.000.1710 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-010 Block-021 E 46'-6" | 33 | \$66.00 | 0 | \$0.00 | 33 | \$165.00 | 0 | \$0.00 | \$231.00 | \$36.96 | \$267.96 |
| CHASE M HOFFMANN & WENDY S HOFFMANN 23901 BURNS VALLEY RD E WINONA, MN 55987 51 E 4TH ST | 32.000.2440 Sect-23 Twp-107 Range-007 ORIGINAL PLAT | 42 | \$84.00 | 0 | \$0.00 | 42 | \$210.00 | 0 | \$0.00 | \$294.00 | \$47.04 | \$341.04 |
| LEE WILLIAM PROPERTIES LLC 83 WILDRIDGE DR WINONA, MN 55987 51 W 4TH ST | 32.000.2500 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-028 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|--|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| CHERYL L HARTERT 1317 5TH ST W WINONA, MN 55987 1317 5TH ST W | 32.520.0230 Sect-21 Twp-107 Range-007 UPLAND ADDITION Lot-004 Block-002 | 63 | \$126.00 | 0 | \$0.00 | 63 | \$315.00 | 0 | \$0.00 | \$441.00 | \$70.56 | \$511.56 |
| BLUFF CITY PROPERTIES 4 LLC 555 HUFF ST WINONA, MN 55987 64 E 5TH ST | 32.000.2480 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-008 Block-027 | 25 | \$50.00 | 0 | \$0.00 | 25 | \$125.00 | 0 | \$0.00 | \$175.00 | \$28.00 | \$203.00 |
| UNITED STATES POSTAL SERVICE 1720 MARKET ST #2400 ST LOUIS, MO 63155 67 W 5TH ST | 32.000.2890 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Block-033 NLY 220' | 45 | \$90.00 | 0 | \$0.00 | 0 | \$0.00 | 45 | \$315.00 | \$405.00 | \$64.80 | \$469.80 |
| AARON A YOUNG & 77 5TH ST E WINONA, MN 55987 77 E 5TH ST | 32.000.2900 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-034 ELY 50' | 42 | \$84.00 | 0 | \$0.00 | 42 | \$210.00 | 0 | \$0.00 | \$294.00 | \$47.04 | \$341.04 |
| BKG PROPERTIES,LLC 5118 NICKLAUS DR NW ROCHESTER, MN 55901 55 W 6TH | 32.000.3520 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-040 & LOT 2 BLOCK 40 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |
| CHERIE C HARKENRIDER PO BOX 465 WINONA, MN 55987 63 W 6TH | 32.000.3530 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-002 Block-040 WLY 50' | 60 | \$120.00 | 6 | \$24.00 | 60 | \$300.00 | 0 | \$0.00 | \$444.00 | \$71.04 | \$515.04 |
| LIFE ESTATE CHARLOTTE A HARKENRIDER 63 6TH ST W WINONA, MN 55987 63 W 6TH | 32.000.3530 | | | | | | | | | | | |
| HURRICANE CT LLC 724 6TH ST E WINONA, MN 55987 79 W 6TH ST | 32.000.3560 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-005 Block-040 | 60 | \$120.00 | 6 | \$24.00 | 60 | \$300.00 | 0 | \$0.00 | \$444.00 | \$71.04 | \$515.04 |
| RICK L MCGONIGLE & DIANE W MCGONIGLE 1510 GILMORE VALLEY RD WINONA, MN 55987 76 E 7TH ST | 32.000.3500 Sect-26 Twp-107 Range-007 ORIGINAL PLAT Lot-009 Block-039 E 15' OF S 76' OF LOT 9, S 76' | 102 | \$204.00 | 12 | \$48.00 | 102 | \$510.00 | 0 | \$0.00 | \$762.00 | \$121.92 | \$883.92 |
| SUNRISE-SUNSET RENTALS LLC 22283 COUNTY RD 15 WINONA, MN 55987 52 W 7TH ST | 32.000.3660 Sect-26 Twp-107 Range-007 ORIGINAL PLAT Lot-009 Block-040 | 55 | \$110.00 | 0 | \$0.00 | 55 | \$275.00 | 0 | \$0.00 | \$385.00 | \$61.60 | \$446.60 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|---|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| SHELBY M HENDERSON 1202 7TH ST W WINONA, MN 55987 1202 7TH ST W | 32.090.0460 Sect-21 Twp-107 Range-007 CUMMINGS VILA/GOULDS ADD Lot-012 Block-005 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |
| WINONA FAMILY PROPERTIES LLC 63 3RD ST W WINONA, MN 55987 60 E 7TH ST | 32.000.3470 Sect-26 Twp-107 Range-007 ORIGINAL PLAT Lot-007 Block-039 E 36' | 27 | \$54.00 | 0 | \$0.00 | 27 | \$135.00 | 0 | \$0.00 | \$189.00 | \$30.24 | \$219.24 |
| DIOCESE OF WINONA 55 8TH ST W WINONA, MN 55987 55 W 8TH ST | 32.455.0280 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-001 Block-005 LOTS 1 & 4 BLK 5 (PASTORAL CENTER) | 108 | \$216.00 | 0 | \$0.00 | 108 | \$540.00 | 0 | \$0.00 | \$756.00 | \$120.96 | \$876.96 |
| DIOCESE OF WINONA 55 8TH ST W WINONA, MN 55987 402 CENTER ST | 32.455.0440 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-003 Block-006 W 1/2 LOT 2 & NLY 13.25' OF W 1/2 LOT 3 | 51 | \$102.00 | 0 | \$0.00 | 51 | \$255.00 | 0 | \$0.00 | \$357.00 | \$57.12 | \$414.12 |
| PAUL L JOHNSON 718 MAIN ST WINONA, MN 55987 77 E 8TH ST | 32.455.0390 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-001 Block-006 ELY 55' | 60 | \$120.00 | 0 | \$0.00 | 60 | \$300.00 | 0 | \$0.00 | \$420.00 | \$67.20 | \$487.20 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|---|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| MARY W LIGEZA 361 7TH ST E WINONA, MN 55987 61 E 8TH ST | 32.455.0430 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-002 Block-006 35' ON 8TH ST X 120' DEEP CO 110' E OF NW COR | 51 | \$102.00 | 0 | \$0.00 | 51 | \$255.00 | 0 | \$0.00 | \$357.00 | \$57.12 | \$414.12 |
| BLUFF CITY PROPERTIES 8 LLC C/O KEVIN J BRADY 555 HUFF ST WINONA, MN 55987 53 W 9TH ST | 32.455.0720 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-001 Block-008 E 1/2 & E 1/2 OF N 40' LOT 4 | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| PAUL L JOHNSON 718 MAIN ST WINONA, MN 55987 63 W 9TH ST | 32.455.0730 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-001 Block-008 W 1/2 LOT 1 & W 1/2 OF N 40' LOT 4 BLK 8 & ELY 10' NLY 50' | 36 | \$72.00 | 0 | \$0.00 | 0 | \$0.00 | 36 | \$252.00 | \$324.00 | \$51.84 | \$375.84 |
| SHERRY L DAHLEN & JONAS B SCHNEIDER 617 CENTER ST WINONA, MN 55987 617 CENTER ST | 32.310.0450 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-008 Block-018 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |
| ERICH D LIPPMAN & ELIZABETH D LIPPMAN 619 CENTER ST WINONA, MN 55987 619 CENTER ST | 32.310.0460 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-009 Block-018 | 60 | \$120.00 | 0 | \$0.00 | 60 | \$300.00 | 0 | \$0.00 | \$420.00 | \$67.20 | \$487.20 |
| RANDALL J LISOWSKI & DEBORAH LISOWSKI 621 CENTER ST WINONA, MN 55987 621 CENTER ST | 32.310.0490 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-012 Block-018 | 72 | \$144.00 | 0 | \$0.00 | 72 | \$360.00 | 0 | \$0.00 | \$504.00 | \$80.64 | \$584.64 |
| GERALD A BENEDICT & DAWN M BENEDICT 628 CENTER ST WINONA, MN 55987 628 CENTER ST | 32.310.0880 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-014 Block-023 EX: PRZYBYLSKI | 81 | \$162.00 | 12 | \$48.00 | 81 | \$405.00 | 0 | \$0.00 | \$615.00 | \$98.40 | \$713.40 |
| BLUFF CITY PROPERTIES 4 LLC C/O KEVIN J BRADY 555 HUFF ST WINONA, MN 55987 452 CENTER ST | 32.455.0610 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-002 Block-007 NLY 30' | 72 | \$144.00 | 0 | \$0.00 | 72 | \$360.00 | 0 | \$0.00 | \$504.00 | \$80.64 | \$584.64 |
| PAUL L JOHNSON 718 MAIN ST WINONA, MN 55987 468 CENTER ST | 32.455.0660 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-007 Block-007 | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|--|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| PETER J THEIN & MICHELLE B THEIN PO BOX 1153 WINONA, MN 55987 474 CENTER ST | 32.455.0700 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-010 Block-007 WLY 90' | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| MICHAEL W DICKER & BARBARA A DICKER 4903 LAKE SHORE DR E WONDER LAKE, IL 60097 469 CENTER ST | 32.455.0840 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-008 Block-008 ELY110' | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| BLUFF CITY PROPERTIES 8 LLC C/O KEVIN J BRADY 555 HUFF ST WINONA, MN 55987 515 CENTER ST | 32.455.1140 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-005 Block-017 | 30 | \$60.00 | 0 | \$0.00 | 0 | \$0.00 | 30 | \$210.00 | \$270.00 | \$43.20 | \$313.20 |
| 5_2_5_6 LLC 555 HUFF ST WINONA, MN 55987 516 CENTER ST | 32.455.1320 Sect-28 Twp-107 Range-007 SANBORNS ADDITION Lot-006 Block-018 N 28' OF S 1/2 | 57 | \$114.00 | 0 | \$0.00 | 33 | \$165.00 | 24 | \$168.00 | \$447.00 | \$71.52 | \$518.52 |
| LEVEE ENTERPRISES LLP 51 4TH ST E #112 WINONA, MN 55987 58 CENTER ST | 32.000.0321 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-003 Block-010 & LOTS 4 & 5 | 19.25 | \$38.50 | 0 | \$0.00 | 19.25 | \$96.25 | 0 | \$0.00 | \$134.75 | \$21.56 | \$156.31 |
| GREG KOWLES 631 BARONNE ST NEW ORLEANS, LA 700113 250 CENTER ST | 32.000.2920 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-002 Block-034 & NLY 5' LOT 3 | 25 | \$50.00 | 0 | \$0.00 | 25 | \$125.00 | 0 | \$0.00 | \$175.00 | \$28.00 | \$203.00 |
| BLUFF CITY PROPERTIES 1 LLC C/O KEVIN J BRADY 555 HUFF ST WINONA, MN 55987 270 CENTER ST | 32.000.2970 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-007 Block-034 | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| PAUL L JOHNSON 718 MAIN ST WINONA, MN 55987 417 LAFAYETTE ST | 32.455.0480 Sect-28 Twp-107 Range-007 SANBORNS ADDITION Lot-005 Block-006 NLY 55' | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|--|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|----------|-----------------------------|---------------------|
| MARIO W EINSMAN & SHERYL B EINSMAN 307 8TH ST W 461 LAFAYETTE ST | 32.455.0630 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-005 Block-007 NLY 31' | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| PAUL D MELLING & KATHLEEN C MELLING 465 LAFAYETTE ST WINONA MN 55987 465 LAFAYETTE ST | 32.455.0640 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-005 Block-007 SLY 29' | 24 | \$48.00 | 0 | \$0.00 | 24 | \$120.00 | 0 | \$0.00 | \$168.00 | \$26.88 | \$194.88 |
| PETER J THEIN & MICHELLE B THEIN PO BOX 1153 WINONA MN 55987 479 LAFAYETTE ST | 32.455.0690 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-009 Block-007 S 31' | 24 | \$48.00 | 0 | \$0.00 | 24 | \$120.00 | 0 | \$0.00 | \$168.00 | \$26.88 | \$194.88 |
| BLUFF CITY PROPERTIES 1 LLC 555 HUFF ST WINONA MN 55987 517 LAFAYETTE ST | 32.455.1290 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-005 Block-018 S1/2 | 48 | \$96.00 | 0 | \$0.00 | 48 | \$240.00 | 0 | \$0.00 | \$336.00 | \$53.76 | \$389.76 |
| BRIAN P DONAHUE & MICHELLE L DONAHUE 313 LAFAYETTE ST WINONA MN 55987 313 LAFAYETTE ST | 32.000.3410 Sect-26 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-039 PARCEL COMMENCING AT SE CORNER | 60 | \$120.00 | 6 | \$24.00 | 60 | \$300.00 | 0 | \$0.00 | \$444.00 | \$71.04 | \$515.04 |
| MARIO W EINSMAN & SHERYL B EINSMAN 307 8TH ST W WINONA MN 55987 326 MAIN ST | 32.000.3570 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-006 Block-040 COM ON ELY LINE OF MAIN ST 40' | 108 | \$216.00 | 6 | \$24.00 | 108 | \$540.00 | 0 | \$0.00 | \$780.00 | \$124.80 | \$904.80 |
| JOSEPH T WASZAK 17335 145TH ST W LOCKPORT IL 60441 600 MAIN ST | 32.310.0380 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-003 Block-018 WLY 100' | 108 | \$216.00 | 0 | \$0.00 | 72 | \$360.00 | 36 | \$252.00 | \$828.00 | \$132.48 | \$960.48 |
| CATHERINE L INGVALSON 616 MAIN ST WINONA MN 55987 616 MAIN ST | 32.310.0470 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-010 Block-018 | 22 | \$44.00 | 0 | \$0.00 | 22 | \$110.00 | 0 | \$0.00 | \$154.00 | \$24.64 | \$178.64 |
| CHRISTIANS IN ACTION UNIV 402 MAIN ST WINONA MN 55987 402 MAIN ST | 32.455.0290 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-002 Block-005 WLY 98' (CHURCH) | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| JMS VENTURES LLC 307 8TH ST W WINONA MN 55987 456 MAIN ST | 32.455.0750 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-002 Block-008 SLY 10' & N 40' LOT 3 | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
 2020 SIDEWALK REPLACEMENT PROJECT
 CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|--|---|------------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------|-----------------------------|---------------------|
| JAMES H HEARON 468 MAIN ST WINONA MN 55987 468 MAIN ST | 32.455.0790 SANBORNS ADDITION Lot-006 Block-008 S 1/2, & N 10' LOT 7 | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| WINHAVEN COURT LP 701 FIFTH AVE SUITE 5700 SEATTLE WA 98104 104 MAIN ST | 32.000.1100 Sect-23 Twp-107 Range-007 ORIGINAL PLAT Lot-001 Block-016 & LOTS 2, 3, & 4 & NLY 40' OF | 66 | \$132.00 | 0 | \$0.00 | 0 | \$0.00 | 66 | \$462.00 | \$594.00 | \$95.04 | \$689.04 |
| WINONA WATERS INC 825 SPRINGBROOK DR WINONA, MN 55987 111 MARKET ST | 32.577.0120 Sect-23 Twp-107 Range-007 WINONA WATERS CONDOMINIUM COMMON ELEMENT | 153.42 | \$306.84 | 0 | \$0.00 | 0 | \$0.00 | 153.42 | \$1,073.94 | \$1,380.78 | \$220.92 | \$1,601.70 |
| WOODWORTH FAMILY LLC 802 2ND ST E #100 WINONA, MN 55987 72 W MILL ST | 32.310.0550 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Block-019 W 1097' OF SLY 50' SW 1/4 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |
| MICHAEL J SWENSON & REBECCA L SWENSON 50 SARNIA ST W WINONA, MN 55987 50 W SARNIA | 32.310.0500 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION Lot-013 Block-018 | 66 | \$132.00 | 12 | \$48.00 | 66 | \$330.00 | 0 | \$0.00 | \$510.00 | \$81.60 | \$591.60 |
| MATTHEW K BIESANZ & ELIZABETH Y BIESANZ 75 SARNIA ST E WINONA, MN 55987 75 SARNIA ST E | 32.310.0700 Sect-27 Twp-107 Range-007 LAKEVIEW ADDITION LOTS 1, 2 & 3 BLK 22 | 76 | \$152.00 | 8 | \$32.00 | 76 | \$380.00 | 0 | \$0.00 | \$564.00 | \$90.24 | \$654.24 |
| PETZ TRUST BEATRICE L PETZ TRUST 2178 17TH ST NE ROCHESTER, MN 55906 250 SEBO ST | 32.169.0020 Sect-20 Twp-107 Range-007 GARVIN BROOK 2ND SUBD Lot-002 Block-001 | 72 | \$144.00 | 8 | \$32.00 | 72 | \$360.00 | 0 | \$0.00 | \$536.00 | \$85.76 | \$621.76 |
| ALTERNATE TAXPAYER BRUCE R PETZ 2178 17TH ST NE ROCHESTER, MN 55906 250 SEBO ST | 32.169.0020 | | | | | | | | | | | |

PRELIMINARY ASSESSMENT ROLL #6670-REVISED
2020 SIDEWALK REPLACEMENT PROJECT
CITY PROJECT NUMBER: 999-ST-20

| Name of Owner Mailing Address of Owner Property Address | Property ID Number Description of Lot or Parcel | Sidewalk Removal \$2.00 (SF) | Sidewalk Removal \$48.00 (Cost) | Concrete Sawing \$4.00(LF) | Concrete Sawing \$0.00 (Cost) | Construct 4-Inch \$5.00 (SF) | Construct 4-Inch \$120.00 (Cost) | Construct 6-Inch \$7.00 (SF) | Construct 6-Inch \$0.00 (Cost) | Subtotal | Administrative Fee (16%) | Total Assessment |
|---|--|------------------------------------|--|----------------------------------|--|------------------------------------|---|------------------------------------|---|----------|-----------------------------|---------------------|
| ALEXANDER REAL ESTATE LLC 1213 GILMORE AVE #C11 WINONA, MN 55987 60 E 10TH ST | 32.455.0710 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-010 Block-007 ELY 60' | 24 | \$48.00 | 0 | \$0.00 | 24 | \$120.00 | 0 | \$0.00 | \$168.00 | \$26.88 | \$194.88 |
| SHARA PORTER-CASPER & JOEL CASPER 68 10TH ST W WINONA, MN 55987 68 10TH ST W | 32.455.0820 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-010 Block-008 48' ON 10TH ST X 70' COM 62' FR MAIN ST LOTS 7 & 10 BLK 8 | 72 | \$144.00 | 0 | \$0.00 | 72 | \$360.00 | 0 | \$0.00 | \$504.00 | \$80.64 | \$584.64 |
| PINGPING ZHANG & KURT BOLSTAD 52 10TH ST W WINONA, MN 55987 52 10TH ST W | 32.455.0850 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-009 Block-008 ELY 50' EX: TRI PARCEL ON WEST SIDE | 36 | \$72.00 | 0 | \$0.00 | 36 | \$180.00 | 0 | \$0.00 | \$252.00 | \$40.32 | \$292.32 |
| GUILLERMINA LOPEZ 63 10TH ST W WINONA, MN 55987 63 10TH ST W | 32.455.1080 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-001 Block-017 W 60' | 96 | \$192.00 | 0 | \$0.00 | 96 | \$480.00 | 0 | \$0.00 | \$672.00 | \$107.52 | \$779.52 |
| BLUFF CITY PROPERTIES 3 LLC C/O KEVIN J BRADY 555 HUFF ST WINONA, MN 55987 62 W 11TH ST | 32.455.1190 Sect-27 Twp-107 Range-007 SANBORNS ADDITION Lot-008 Block-017 WLY 35' | 72 | \$144.00 | 0 | \$0.00 | 72 | \$360.00 | 0 | \$0.00 | \$504.00 | \$80.64 | \$584.64 |
| BLUFF CITY PROPERTIES 9 LLC 555 HUFF ST WINONA, MN 55987 62 E 11TH ST | 32.455.1350 Sect-26 Twp-107 Range-007 SANBORNS ADDITION Lot-007 Block-018 E 75' OF S 10' & E 75' LOT 10 | 60 | \$120.00 | 0 | \$0.00 | 60 | \$300.00 | 0 | \$0.00 | \$420.00 | \$67.20 | \$487.20 |
| KEVIN J BRADY PO BOX 476 FOUNTAIN CITY, WI 54629 72 E 11TH ST | 32.455.1370 SANBORNS ADDITION Lot-009 Block-018 M 1/3 | 30 | \$60.00 | 0 | \$0.00 | 30 | \$150.00 | 0 | \$0.00 | \$210.00 | \$33.60 | \$243.60 |

64 properties

TOTAL: \$28,274.45

Dated: June 15, 2020


 Brian DeFrang, City Engineer
 License #40971

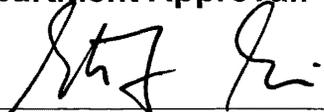
REQUEST FOR COUNCIL ACTION

| | | |
|---|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date:</i> |
| <i>No:</i> 5 | City Manager | 06/15/20 |
| <i>Item:</i> Approve Maintenance Agreement with Winona County for the GIS System | | |
| <i>No.</i> 5.1 | | |

SUMMARY OF REQUESTED ACTION:

Winona County has a software license and maintenance agreement with ESRI for the GIS system that is used by both the County and the City. ESRI allows the City to operate under the County, and the City pays a portion of the annual costs to the County. Attached is a draft agreement for Council's review for the software license and maintenance on the GIS system.

If the Council concurs, a motion to approve the agreement and to authorize the City Manager and City Clerk to sign the agreement would be in order.

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

AGREEMENT

This Agreement, made this _____ day of _____, 2020, by and between the CITY OF WINONA, a municipal corporation under the laws of the State of Minnesota (the "CITY"), 207 Lafayette Street, Winona, MN 55987, and the COUNTY OF WINONA, a municipal corporation under the laws of the State of Minnesota (the "COUNTY"), 202 West Third Street, Winona MN 55987, ("COUNTY"), (collectively the "Parties").

WHEREAS, the COUNTY has entered into a three-year Small Municipal and County Government Enterprise License Agreement (ELA) with Environmental Systems Research Institute, Inc., (Esri®) whereby COUNTY has access to Esri term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement (the "Services"); and

WHEREAS, Esri has agreed to modify the general ELA agreement to permit the CITY to use 7 licenses under the COUNTY's ELA agreement; and

WHEREAS, CITY desires and COUNTY is willing to allow CITY to use the authorized 7 licenses in order for CITY to utilize the Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and pursuant to the Minn. Stat. § 471.59, the Parties agree as follows:

SECTION I – COUNTY'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** COUNTY shall be the Administrator of the ELA and shall manage the ELA and its licenses.
- B. **Access to Services.** COUNTY shall permit CITY seven (7) authorized licenses to access all Services provided to COUNTY through the ELA with Esri including, but not limited to, CITY specific web application(s) and access to the COUNTY Enterprise GIS system and all other Services as permitted through the authorized licenses pursuant to the ELA.
- C. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties, a change to the scope of services may be authorized. In the event that such a change to the scope of services results in additional cost to COUNTY, COUNTY shall give written notice to the CITY of any additional services prior to furnishing such additional services. The CITY may request an estimate of additional cost from COUNTY, and upon receipt of the request, COUNTY shall furnish such cost estimate in writing, prior to the CITY's authorization of the changed scope of services and additional cost associated therewith.

SECTION II – THE CITY'S RESPONSIBILITIES

- A. The CITY shall pay to COUNTY compensation as outlined in Section III.

- B. The CITY shall have formal recognition as a part of the ELA entered into by the COUNTY through the provision of seven (7) licenses to CITY through the ELA.
- C. The GIS Coordinator shall serve as the contact person to act as the CITY's representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the COUNTY'S services.

Such person shall be the primary contact person between the CITY and COUNTY with respect to the services from COUNTY under this Agreement. The CITY reserves the right to substitute the authorized contact person at any time and shall notify COUNTY thereof.

SECTION III – CONSIDERATION

- A. **Fees.** The CITY will compensate COUNTY in the amount of \$11,000 per year for seven (7) authorized licenses to access all Services provided to COUNTY through the ELA with Ersi including, but not limited to, CITY specific web application(s) and access to the COUNTY Enterprise GIS system and all other Services as permitted through the authorized licenses pursuant to the ELA.
- B. If the CITY fails to make any payment due COUNTY for services provided, COUNTY, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, may suspend services due under this Agreement until COUNTY has been paid in full all amounts due for services rendered.
- C. COUNTY shall invoice CITY for services rendered on an annual basis. CITY shall pay COUNTY within 30 days of receipt of an invoice, unless CITY provides notice to COUNTY within the 30 day period of a dispute regarding the submitted invoice, in which case payment may be withheld until the dispute is resolved.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Agreement shall be in effect for Three (3) years commencing on November 7, 2020.
- B. **Default.** If COUNTY fails to perform any of the provisions of this Agreement or administers the services in such a manner as to endanger the performance of the Agreement, this shall constitute default. Unless COUNTY'S default is excused by the CITY, the CITY may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the CITY under this Agreement or law. In the event of default, any fees paid to COUNTY for future Services shall be prorated and reimbursed to CITY for the remaining term.
- C. **Termination of the Agreement.** The CITY may terminate this Agreement or any part thereof at any time, upon written notice to the COUNTY, effective upon delivery

including delivery by facsimile or email. In such event, COUNTY will be entitled to compensation for Services provided up to the date of termination based upon the payment terms of this Agreement with any remainder paid by CITY for future services being prorated and reimbursed to CITY.

If the COUNTY intends to terminate the ELA pursuant to the provisions of the ELA, the COUNTY shall provide the CITY one hundred eighty (180) days written notice thereof prior to exercising such right of ELA termination. In such event following the prescribed notice period, upon the effective date of termination of the ELA, this Agreement shall also terminate effective the same date, unless earlier terminated by the CITY as provided herein.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

THE CITY:

Brian DeFrang
City Engineer
City Hall
207 Lafayette Street
Winona MN 55987

Phone: (507) 457-8279
Email: knelson@ci.winona.mn.us

THE COUNTY:

County Government Center
202 West Third Street
Winona MN 55987

Phone: (507) _____

Email: _____

- D. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- E. **Indemnification.** The COUNTY agrees to indemnify, hold harmless, and defend the CITY, its officers, employees, volunteers and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, arising out of or by reason of any act or omission of the COUNTY, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement, except for claims or damages caused by or resulting from the CITY's negligence or willful misconduct. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses.
- F. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and COUNTY.
- G. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that the Parties, 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 each Party and involve transactions relating to this Agreement.
- H. **Force Majeure.** The PARTIES shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- I. **Compliance with Laws.** The CITY and COUNTY 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 each Party is responsible.
- J. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

- K. **Interest by City Officials.** No elected official, officer, or employee of the CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- L. **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.
- M. **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.*
- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and COUNTY arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

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

COUNTY OF WINONA:

By: _____
_____, Its _____

Date: _____

By: _____
_____, Its _____

Date: _____

CITY OF WINONA:

By: _____
Stephen T. Sarvi, Its City Manager

Date: _____

By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date:</i> |
| <i>No:</i> 5 | City Clerk | 06/15/20 |

Item: **Resolution to Certify Polling Places for 2020 Elections**

No. **5.2**

SUMMARY OF REQUESTED ACTION:

Last month, the State Legislature passed a bill allowing cities to move polling sites to address issues raised by the Covid 19 pandemic. The law requires that the City certify polling places no later than July 1.

Attached is a list of the recommended polling places for elections to be held in 2020 showing both the current and proposed sites. After the Council approves the list of polling places, a postcard will be sent out by the Winona County Auditor/Treasurer to voters in those precincts where the polling place has been changed.

The dates for the 2020 elections are:

| | |
|------------------|------------|
| Primary Election | August 11 |
| General Election | November 3 |

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

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

RESOLUTION

WHEREAS, the City of Winona is required to certify polling places by July 1, 2020;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that the following polling sites be approved for the 2020 primary and general elections:

1st Ward

1st Precinct

Primary Election: Winona Area Learning Center 1299 West Third Street

General Election: Westfield Golf Club 1460 West Fifth Street

2nd Precinct Radiant Church 850 Highway 14

3rd Precinct Winona Family Community Center -
Maplewood Townhomes 1756 Kraemer Drive

4th Precinct Faith Lutheran Church 1717 Service Drive

2nd Ward

1st Precinct Alverna Center 1175 West Wabasha Street

2nd Precinct West Recreation Center 800 West 5th Street

3rd Precinct Cotter Schools, St. Cecilia Commons 1115 West Broadway
(Wabasha Street Entrance)

4th Precinct Central Lutheran Church 259 West Wabasha Street

3rd Ward

1st Precinct WSU - Kryzsko Commons Huff & Howard Streets

2nd Precinct Lake Lodge Foot of Main St at Lake Street

3rd Precinct American Legion 302 East Sarnia Street

4th Precinct Wesley United Methodist Church 114 West Broadway

4th Ward

1st Precinct East Recreation Center 210 Zumbro Street

2nd Precinct East Recreation Center 210 Zumbro Street

3rd Precinct Sobieski Park Pavilion 965 East Wabasha Street

4th Precinct National Guard Armory 1303 Homer Road

Dated this _____ day of _____, 2020.

Mark F. Peterson, Mayor

Attest:

Monica Hennessy Mohan, City Clerk

City of Winona Polling Sites

| Precinct: | Current Polling Site <u>Location</u> | Proposed Polling Site <u>Location</u> |
|---------------------|--|---|
| 1st Ward | | |
| 1st Precinct | Winona Family Community Center- Maplewood Townhomes | Aug: Winona ALC Nov: Westfield Golf Club |
| 2nd Precinct | Radiant Church | No change |
| 3rd Precinct | Sauer Health Care | Maplewood Townhomes |
| 4th Precinct | Faith Lutheran Church | No change |
| | | |
| 2nd Ward | | |
| 1st Precinct | St. Anne of Winona | Aug: Alverna Center |
| 2nd Precinct | West Recreation Ctr. | No change |
| 3rd Precinct | Cotter Schools, St. Cecilia Hall | No Change |
| 4th Precinct | Cotter Schools, St. Cecilia Hall | Central Lutheran Church |
| | | |
| 3rd Ward | | |
| 1st Precinct | WSU - Kryzsko Commons | No change |
| 2nd Precinct | Lake Lodge | No change |
| 3rd Precinct | Central Fire Station | American Legion |
| 4th Precinct | City Hall | Wesley United Methodist Church |
| | | |
| 4th Ward | | |
| 1st Precinct | East Recreation Center | No change |
| 2nd Precinct | East Recreation Center | No change |
| 3rd Precinct | Southeast Technical | Sobieski Park |
| 4th Precinct | National Guard Armory | No change |

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Planning | 6/15/20 |
| <i>Item:</i> Draft Orderly Annexation Agreement | | |
| <i>No.</i> 5.3 | | |

SUMMARY OF REQUESTED ACTION:

Staff requests Council consider an Orderly Annexation Agreement (OAA) with Wilson Township. A final draft is provided as Attachment A. The City Manager and Planning staff has met with Wilson Township representatives over the past year regarding this. On June 8th, the Wilson Township Board gave approval to the draft agreement.

The agreement proposes City growth along Pinecrest Road, Valley View Drive, and adjacent to County Road 17 (where utility mains currently exist). The duration of the agreement is three years (with the option for two 1-year extensions). In concept, during that time, the City would complete an updated Comprehensive Plan. After the plan is complete, a new OAA would be negotiated.

Overall, the agreement provides a more streamlined process for annexing properties in the OAA area into the City of Winona. The agreement also provides a clear picture of where the City may physically expand in the next few years. For Council reference, staff has included a Questions & Answers document on the draft agreement as Attachment C.

Should Council concur with the draft agreement, a motion to authorize the Mayor and City Clerk to sign the final document would be in order.

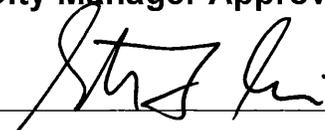
Attachments:

- A) Draft Agreement
- B) Map
- C) Q and A Document

Department Approval:



City Manager Approval:



CITY OF WINONA RESOLUTION NUMBER _____

TOWNSHIP OF WILSON RESOLUTION NUMBER _____

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARING

IN THE MATTER OF THE JOINT
RESOLUTION OF THE CITY OF
WINONA AND WILSON TOWNSHIP DESIGNATING
CERTAIN AREAS AS IN NEED OF
ORDERLY ANNEXATION PURSUANT
TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

WHEREAS, the City of Winona (hereinafter the "City") and Wilson Township (hereinafter the "Township") deem it necessary and appropriate that they work together to develop and implement a process for the orderly and controlled growth of the City and Township; and

WHEREAS, at various times there are properties located on certain lands designated in this Joint Resolution for Orderly Annexation (the "Joint Resolution" or "Agreement") that may have failing or failed individual sewage treatment systems, which may present a potential public health threat and which both the Township and City deem necessary and appropriate to remedy; and

WHEREAS, the City and Township agree that when such matters arise and given the potential public health threat from failed or failing septic systems from such properties in that certain area designated herein, there is a need for municipal sanitary sewer service connection; and

WHEREAS, certain areas designated in this Joint Resolution are located adjacent to existing City sanitary sewer and water mains, and given this proximity, said areas are likely to develop in an urban or suburban character in the relatively near future; and

WHEREAS, the City and Township agree that orderly annexation and connection to existing municipal sanitary sewer and/or water services would benefit the public health, safety and welfare of the entire community as well as those certain affected properties; and

WHEREAS, the City and Township agree that orderly annexation of the area designated herein is one way to promote the public health, safety, and welfare of the entire community by providing for the logical development of the community; and

WHEREAS, for the area designated herein, the City and the Township desire to accomplish the orderly annexation of said area in a mutually acceptable and beneficial manner without the need for any hearings before the before the State of Minnesota Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona and the Board of Supervisors of Wilson Township as follows:

1. Designation of Orderly Annexation Area. The City and Township hereby designate the following area as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325:
 - a. "Orderly Annexation Area". The "Orderly Annexation Area", hereinafter referred to as the "OAA", is depicted on the map and legally described on Exhibits A and B, respectively, which are attached hereto and incorporated herein by reference.
2. Conditions for Annexation Within the OAA. The City may annex lands or any portion thereof located within the OAA designated herein following receipt of a property-owner petition signed by 100% of the property owner(s) of record of a parcel(s), or portion thereof, located within the OAA.
3. Annexation Procedure. The City and Township agree that that if the City or Township, respectively, receive a property-owner petition for annexation by any property-owner(s) with land in the OAA, the party receiving the petition shall notify the other thereof within fifteen (15) days of receipt. The Township Board shall thereafter review the same. The Township Board may review and comment on the petition by submitting the same in writing to the City Planner no later than thirty (30) days from the date when the petition was received by the Township. Property owner petitioner(s) shall provide a written explanation in their petition regarding why they are seeking annexation to the City. For petitions where replacement of an existing septic system is cited as a reason for annexation, the petitioner shall provide a report to the Township from a licensed plumber which details the system's ability to be replaced under current regulations. Following receipt of the Township's comments, if any, the matter shall be brought to the City Council for consideration of passage of an Annexation Resolution.
 - a. No Hearing Required. The City and Township agree that upon receipt of a resolution from the City providing for annexation of certain property-owner petitioned land(s) located within the designated OAA (the "Annexation Resolution"), and a copy of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit, pursuant to Minnesota Statutes, Section 414.0325, may review and comment, but shall, within thirty (30) days of receipt of said Annexation Resolution, order the annexation of the subject area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the boundaries as described in the filed Annexation Resolution is appropriate, that no consideration by the State of Minnesota Office of Administrative Hearings is

necessary, and that all terms and conditions for annexation of the subject area designated in the filed Annexation Resolution are provided for in this Joint Resolution.

4. Prohibition on Annexations outside the OAA. The City agrees not to initiate, support, or accept a property owner petition for annexation for land in Wilson Township located outside the OAA, except in Extraordinary Circumstances pursuant to paragraph 8 below or upon subsequent mutual written agreement between the City and Township.
5. Petitions over 20 Acres. The City and Township agree that no annexation petition for over twenty (20) acres of buildable land within the OAA shall be accepted for the duration of this Joint Resolution. Buildable land is defined as land outside the City Bluffland Impact Overlay District, City Natural State Areas, and/or other required undisturbed areas pursuant to Winona City Code, State, and/or Federal law.
6. Notice of Land Use Following Annexation. Following annexation by the City, in accordance with the procedure provided above herein, of any property located within the designated OAA, the City shall provide written notice to property owners in the Township with land adjacent to and contiguous with the property that has been annexed as well as other properties in the Township to the same extent as City properties are provided notice pursuant to City Code for City land use review processes such as zoning, platting, variance, and site plan review.
7. Term. This Joint Resolution shall be in full force and effect for a limited term of three (3) years from the date of execution of the last signatory hereto, unless otherwise terminated earlier by mutual written joint resolution of the City and Township. Notwithstanding the foregoing, this Joint Resolution may be extended beyond the three-year term stated herein for two, one-year additional terms upon mutual written agreement between the City and Township. In the event that this Joint Resolution: i) is not extended as provided herein; ii) terminates by its operation after either 3, 4, or 5 years, as applicable; or iii) is earlier terminated by mutual written agreement of the parties hereto, this Joint Resolution shall expire and be of no further force or effect upon the parties hereto following the date of termination.
8. Extraordinary Circumstances. The City and Township agree that this Joint Resolution shall not apply to a commercial or industrial project, as those terms are defined in the City of Winona Unified Development Code, sought for development on land located outside the designated OAA, but within the Township. In the event of a petition for annexation of land for a development described in the paragraph, the property owner petitioner shall, along with its petition for annexation, include an explanation that but for the need for the provision of sewer and/or water service from the City their proposed development could not proceed. This paragraph shall not apply to any proposed projects within the designated OAA.

9. Extension of Municipal Sewer and Water Mains. The City and Township agree that municipal sanitary sewer and water trunk mains shall not be extended into the Township beyond their current location existing as of January 2020 for the duration of this Joint Resolution, except in Extraordinary Circumstances pursuant to paragraph 8 above, without the written consent of the Township Board, unless otherwise required by state agency or court order. Properties already adjacent to existing mains may hook up in accordance with the terms of this Joint Resolution and City Code.
10. Disturbance of Land greater than 15, 000 square feet. The City and Township agree that if there is proposed land disturbance of an area greater than 15,000 square feet within the OAA, the Township shall notify and meet with the City prior to granting approval. If there is proposed land disturbance of an area greater than 15,000 square feet on any City land adjacent to the OAA, the City shall notify and meet with the Township prior to granting approval. Land disturbance shall include any topographic modification, increase in impervious surface coverage, or vegetative alteration (including the removal of trees).
11. Township Roads Within or Adjacent to the OAA. The City shall, at the Township's request consider annexing the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road. The length of road shall be limited to that part directly abutting the annexed property, unless otherwise agreed in writing by the City and Township.
12. Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the City and Township agree that upon annexation of any portion of developed land up to three (3) acres within the designated OAA, the City shall reimburse the Township for the loss of taxes from the property so annexed in an amount equal to one hundred (100) percent of the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township for a period of two (2) years. Upon annexation of any undeveloped land, or undeveloped land on a developed parcel which is over three (3) acres, the City shall reimburse the Township an amount equal to \$150 per acre of undeveloped land for a period of two (2) years. The City will not make any additional tax reimbursement payment to the Township with respect to property annexed in an Annexation Resolution. The City, however, agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of property annexed in an Annexation Resolution after annexation of such property if such taxes or charges were originally payable while the delinquent property remained in the Township. Further, the City does not assume for any property annexed in an Annexation Resolution after annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which the Township levied special assessments. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township.

13. Modification/Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit.
14. The City and Township to Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
15. Governing law. This Joint Resolution is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
16. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
17. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
18. Attachments. All attachments referred to in this Joint Resolution are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.
19. Recitals. The recitals hereto are made a part hereof.
20. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
21. Disputes and Remedies. The City and Township agree as follows:
 - a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

b. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

22. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City:

Mr. Stephen Sarvi, City Manager (or his successor)
207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378

If to the Township:

Robin Jandt, Township Clerk (or her successor)
Wilson Township
Winona, MN

23. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.

24. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit and pay the required filing fee.

25. Legal Description and Mapping. The Township and City agree, in the event there are errors, omissions or any other problems with the legal description or mapping provided in Exhibit A or B, in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit, to make such corrections and file any additional documentation, including new exhibits making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit as necessary to make effective this Joint Resolution of any subsequent Annexation Resolutions pursuant hereto.

26. Notice of Intent. This Joint Resolution is subject to the notice and publication requirements of Minn. Stat. § 414.0325, subd. 1b, which provides in part that at least ten days before the City or Township adopts this Joint Resolution, a notice of the intent to include property in an orderly annexation area must be published in a newspaper of general circulation in both the Township and City. The notice must clearly identify the boundaries of the area proposed to be included in the orderly annexation agreement. The cost of providing notice shall be paid by the City.
27. Authorized Signatories. The parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

[Remainder of page left intentionally blank.]

Passed, adopted, and approved by the Township Board of Supervisors of the Township of Wilson, Winona County, Minnesota, this ____ day of _____, 2020.

ATTEST:

TOWNSHIP OF WILSON

By: _____
Robin Jandt, Township Clerk

By: _____
Leon Bowman, Chair

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

ATTEST:

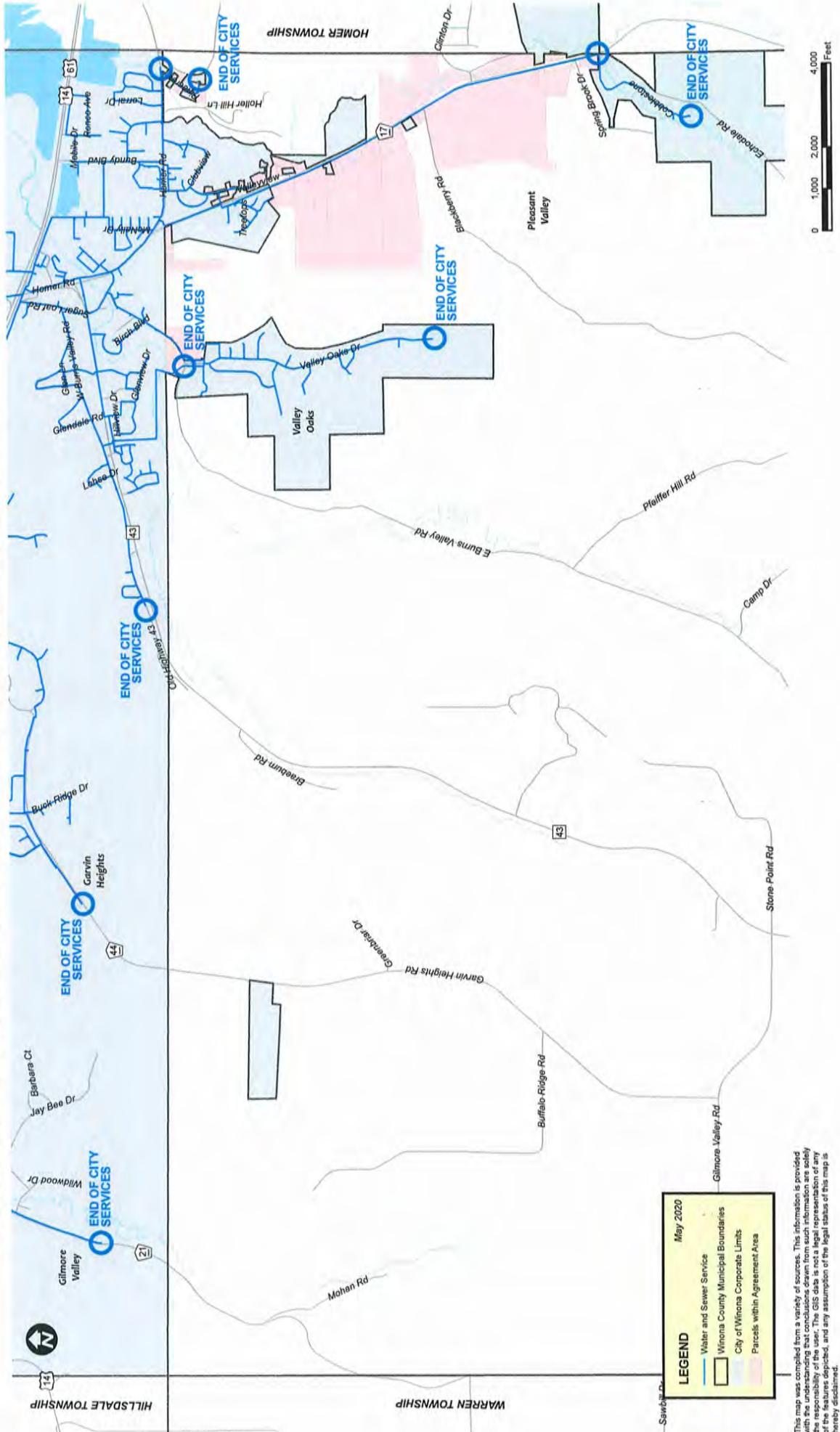
CITY OF WINONA

By: _____
Monica Hennessy Mohan
City Clerk

By: _____
Mark F. Peterson
Mayor

EXHIBIT A
BOUNDARY MAP

PROPOSED WILSON TOWNSHIP ORDERLY ANNEXATION AGREEMENT AREA



LEGEND May 2020

- Water and Sewer Service
- Wilson County Municipal Boundaries
- City of Wilton Corporate Limits
- Parcels within Agreement Area

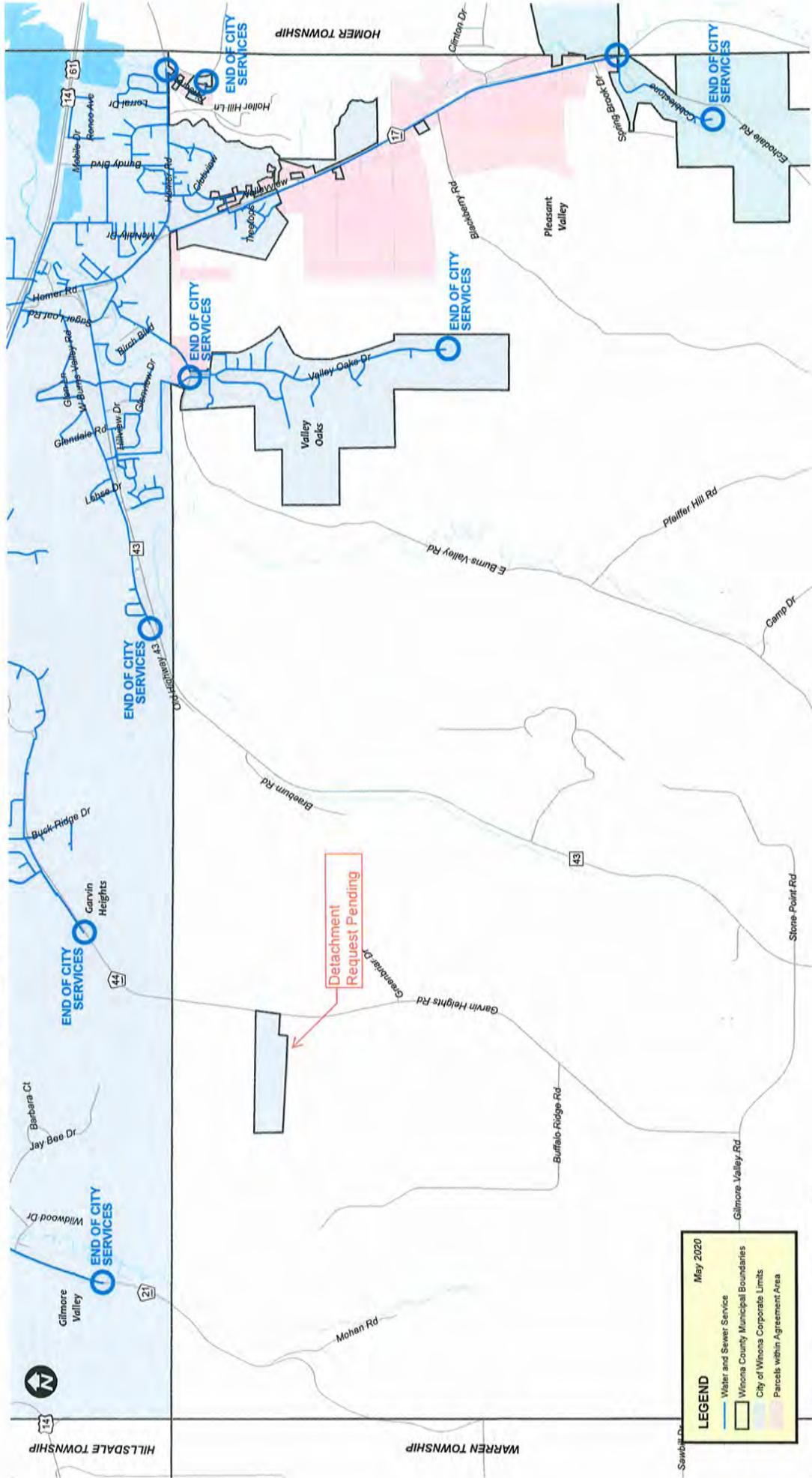
This map was compiled from a variety of sources. This information is provided with the understanding that conclusions drawn from such information are solely the responsibility of the user. The GIS data is not a legal representation of any information and should not be used for legal purposes. The legal status of this map is hereby established.

EXHIBIT B

LEGAL DESCRIPTION OF DESIGNATED OAA

PROPOSED WILSON TOWNSHIP ORDERLY ANNEXATION AGREEMENT AREA

B)



May 2020

LEGEND

- Water and Sewer Service
- Wilson County Municipal Boundaries
- City of Wilson Corporate Limits
- Parcels within Agreement Area

This map was compiled from a variety of sources. This information is provided with the understanding that no warranty is made from such information as to its accuracy, completeness, or timeliness. GIS data from other sources are solely the property of their respective owners. The City of Wilson is not responsible for any errors or omissions, or for any consequences arising from the use of the information herein. The City of Wilson is not responsible for any damages, including consequential damages, arising from the use of this map or any information contained herein.



Orderly Annexation Agreement Q and A

1. Why an Orderly Annexation Agreement?

An OAA provides a process for orderly and controlled growth of the City in Wilson Township. Currently, there is no agreement in effect. Other than failed septic systems where the only option is connecting to adjacent City utilities, the lack of an agreement can make individual annexation requests more difficult to negotiate and subject to a longer approval process. Also, the OAA allows the City and Wilson to work closer together going into the comprehensive planning process.

2. What does the OAA do?

It clearly defines what properties may be annexed into the City over the duration of the agreement. For the properties in the OAA area who desire to be annexed, the OAA removes the requirement for 30 days notice and a public hearing prior to annexation. The OAA also removes potential hurdles at the state level since the City and Township have already agreed to the annexation area.

3. What if a property outside the OAA wants to annex into the City?

Unless the City of Winona and Wilson Township mutually agree to allow it, the annexation would not be permitted for the duration of the OAA.

4. What happens if a septic fails and the owner wants to annex into the City, but the property is not in the OAA?

If it is an emergency and there is no other option, the City and Township could mutually agree to allow the annexation. If it is not an emergency, the property owner would have to replace the system according to current regulations unless the City and Township mutually agree to the annexation.

5. Why properties along County Road 17?

These properties are located adjacent to existing City sanitary sewer and water mains. As a result, they are likely to develop in an urban or suburban character in the near future.

6. Does the OAA provide enough room for Winona to grow during the agreement?

There are many undeveloped parcels of land within Winona's existing boundaries. There are approximately 70+ vacant lots available among existing

subdivisions (Highlands/Wildridge, Meadows, Crestview, University Village, and Valley Oaks Seventh). Over the past three years, the City has seen an average of 10 houses built per year. In accordance, the City has a 7 year supply of residential lots within its existing boundaries. In addition, there is the potential for 200-300 additional lots on undeveloped land currently within the City (Progro/St. Croix Heights, Marshall /former Bergler property; Brenner/Co. Rd 17 property, and others). The OAA only adds more potentially developable land.

7. What about annexation of land for a commercial or industrial project not in the OAA?

The agreement provides an exception for this under extraordinary circumstances:

The City and Township agree that this Joint Resolution shall not apply to a commercial or industrial project, as those terms are defined in the City of Winona Unified Development Code, sought for development on land located outside the designated OAA, but within the Township. In the event of a petition for annexation of land for a development described in the paragraph, the property owner petitioner shall, along with its petition for annexation, include an explanation that but for the need for the provision of sewer and/or water service from the City their proposed development could not proceed. This paragraph shall not apply to any proposed projects within the designated OAA.

8. Why only three years?

A three year timeframe (with the option for two 1-year extensions) will allow the City to complete an updated Comprehensive Plan. The plan will provide a conceptual blueprint for the City's physical growth over the next 20 years. The blueprint will be based on the most current demographic and economic information. As a result, when the plan is complete, it will be a good time to re-negotiate a new OAA.

9. What is the purpose of the "Disturbance of Land greater than 15,000 square feet" provision?

This provision was included so that Wilson Township and the City are better aware of land disturbance projects proposed in the other jurisdiction. For Winona, this is especially important within the OAA area since the properties are currently in Wilson Township (and subject to Township regulations), but will likely come into the City in the future.

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Planning | 6/15/20 |

Item: **Malay Detachment Request**

No. **5.4**

SUMMARY OF REQUESTED ACTION:

Lucas and Hailey Malay have submitted a petition to detach parcel 32.319.0020 (Attachment B) from the City of Winona. If approved, the property would return to Wilson Township. The Malays are seeking detachment to construct "a single-family rural residence with the characteristics of such a development."

The 45.61 acre property was originally annexed as part of the City's 2005 Orderly Annexation Agreement with Wilson Township. At that time, the property was slated to be subdivided for suburban residential development. However, due in part to the recession, subdivision of the property never occurred. The Malays bought the property in 2015.

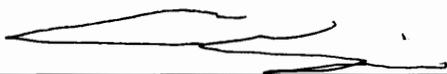
To ensure the property is utilized only as intended for a single family home, the Malays have agreed to covenants that prohibit subdivision of the land and give the City the right to seek annexation of the property (without objection from the owners) should a subdivision be proposed. The covenants (Exhibit C) would apply to the Malays and future owners of the land. Only the City has the ability to lift the covenants.

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

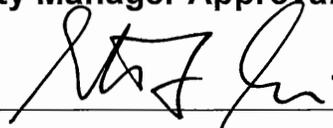
Attachments:

- A) Resolution
- B) Map
- C) Declaration of Restrictive Covenants
- D) Malay Petition

Department Approval:



City Manager Approval:



RESOLUTION 2020 – _____

RESOLUTION OF THE CITY OF WINONA CONCERNING DETACHMENT OF CERTAIN LAND PURSUANT TO MINNESOTA STATUTES, SECTION 414.06

WHEREAS, Lucas E. Malay and Hailey M. Malay, husband and wife, (the “Owners”) are fee owners of certain land located within the City of Winona (the “City”) legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Owners have submitted a petition (the “Petition”), dated March 2, 2019, to the City for detachment of the Property from the City to Wilson Township (the “Township”) pursuant to Minnesota Statutes, Section 414.06; and

WHEREAS, the Petition was submitted to the City by cover letter from the Owners’ attorney, dated March 17, 2020; and

WHEREAS, the Petition is attached hereto as Exhibit B; and

WHEREAS, the Property (PID #32.319.0020) is a single parcel of land containing approximately 45.6 acres abutting County Road 44 and located approximately one-quarter of a mile (app. 1,500 feet) south of and not contiguous to the primary corporate limits line of the City; and

WHEREAS, an aerial map depicting the location of the Property in relation to the City is attached hereto as Exhibit C; and

WHEREAS, the Property was previously annexed from the Township to the City in 2005 through a joint agreement between the City and Township in order to facilitate a suburban residential development on the Property with City sewer and water services; and

WHEREAS, the Property was annexed to the City in 2005 based upon a prior property owner petition from Sweetwater Development, LLP (the “Developer”); and

WHEREAS, as a result of the economic recession that occurred relatively soon following the 2005 annexation of the Property to the City, the proposed suburban residential development of the Property by the Developer did not proceed forward, and the Owners thereafter acquired the Property for their own use from the Developer in 2015; and

WHEREAS, at the time of the 2005 annexation, the Property was needed for reasonably anticipated future urban or suburban development; and

WHEREAS, since the 2005 annexation to the City: the proposed development by the Developer did not proceed; City sewer and water services have not been extended to the Property since the same have not been needed or requested; the Property has not developed and remains vacant; and there is no subdivision/plat or other development proposal currently under consideration or anticipated for the Property, except for the Owners’ development proposal,

which is to build one, single-family home along with accessory buildings directly related to the one, primary single-family home on the Property (the “Owners’ Development Proposal”); and

WHEREAS, City staff have reviewed the Owners’ Development Proposal and determined that extension of City sewer and water services to the Property based on the Owners’ Development Proposal is not necessary at this time; and

WHEREAS, the Owners have expressly represented to the City and Township that they will not be subdividing/platting and developing the Property and instead will use the Property solely in accordance with the above-mentioned Owners’ Development Proposal; and

WHEREAS, the Property has in the past been reasonably anticipated for future suburban development needing sewer and water services, and the Owners acknowledge and agree that if circumstances change in the future regarding the subdivision/platting of the Property for development, the Property may again be categorized by the City accordingly; and

WHEREAS, the City and the Owners agree that in the event that the Owners in the future seek to subdivide/plat the Property for development inconsistent with the Owners’ Development Proposal, the Owners shall be required to annex the Property to the City prior to the Property being developed; and

WHEREAS, based upon the Owners’ representations to the City as summarized above herein, and with the same being a material inducement for the City to consider for adoption this Resolution of support for detachment of the Property from the City, the Owners have agreed to execute and record a Declaration of Restrictive Covenants upon the Property in favor of the City in the form attached hereto and incorporated herein by reference as Exhibit D.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT the City Council makes the following findings:

1. The circumstances for the Petition and acceptance thereof by the City are unique to the specific Property;
2. The detachment of the Property is supported by the City based upon the specific circumstances present at this time regarding the Property and the representations of the Owners, which are summarized as follows:
 - a. The Property is undeveloped and has remained undeveloped since the original 2005 annexation;
 - b. The original purpose for annexation of the Property was based upon a prior property owner petition for development of a suburban residential subdivision on the Property that did not proceed, and as a result, the original reasons for annexation do not exist with respect to the Property at this time;
 - c. The Property is a single parcel containing approximately 45.6 undeveloped acres;

- d. The Property has not been subdivided/platted for development and has remained vacant since 2005;
- e. The Property is not proposed to be subdivided/platted at this time and is not anticipated to be subdivided/platted for development based upon the representations of the Owners;
- f. The Property is approximately 1,500 feet south of the primary corporate limits line of the City and therefore is not directly contiguous thereto;
- g. The Property will not be subdivided and developed for urban or suburban development purposes based upon the representations of the Owners that the Property will instead be developed as one parcel in a rural manner consistent with the Owners' Development Proposal;
- h. The Owners' representations to the City as summarized above herein are a material inducement for the City to adopt this Resolution and without which the City would not support the Petition;
- i. In the event that the Property is proposed to be subdivided/platted for development in the future, the circumstances that resulted in the original 2005 annexation will once again exist warranting annexation of the Property or the portion thereof proposed for development, and the Owners acknowledge and agree to the same and will accordingly execute and record the Declaration of Restrictive Covenants upon the Property as attached to this Resolution;
- j. The City reserves the right to seek annexation in the event the Property is proposed to be subdivided/platted for development at that time, and the Owners acknowledge and agree to cooperate therewith, and the City reserves the right to enforce the Declaration of Restrictive Covenants upon the Property; and
- k. The City requests that in the event the Property or any portion thereof is proposed to be subdivided/platted for development in the future that Wilson Township, at that time, cooperate with annexation thereof by executing a joint resolution for orderly annexation with the City for annexation of the Property, or the portion thereof proposed for development, consistent with the intent and purpose of the original 2005 annexation of the Property and corresponding State order for the same, but without further tax reimbursement from the City for the same since the City has previously paid tax reimbursement to the Township at the time of the 2005 annexation of the Property.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL THAT the City Council, based upon the above findings and recitals contained herein, hereby consents to and supports the Owners Petition as the same is attached hereto, subject to the following conditions:

1. The Owners shall properly execute and record with the Office of the Winona County Recorder the Declaration of Restrictive Covenants upon the Property and in favor of the City in the form that is attached to this Resolution as Exhibit D within 30 days of the date of this Resolution;
2. The Owners shall submit to the City Clerk a copy of the executed and recorded Declaration of Restrictive Covenants upon the Property within 60 days of the date of this Resolution, and thereafter the City Clerk shall execute a certified copy of this Resolution and provide the same to the Owners in order that the Owners may then file their Petition with the State of Minnesota for consideration by the State of the Petition;
3. The Owners shall not file the Petition nor this Resolution with the State of Minnesota for consideration of the Petition by the State of Minnesota until the Owners have complied with conditions 1 and 2 above;
4. In the event, for any reason, the Owners do not comply with the conditions contained in this Resolution, this Resolution shall be deemed null and void without further action by the City Council;
5. The Owners shall be responsible for and pay all costs, fees and charges of any kind or nature related to the consideration of and/or action upon the Owners' Petition by the State of Minnesota or otherwise, as well as any other related costs, fees and charges, including but not limited to Owners' attorney's fees, and recording fees for the required Declaration of Restrictive Covenants. The City shall only be responsible for its own costs related to this matter for City staff and City Attorney time; and
6. The recitals hereto are made a part hereof.

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

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Legal Description of Property

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Also, the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, lying Westerly of the centerline of County State Aid Highway 44.

Also, That part of the North Half of the Southeast quarter (N1/2 of SE1/4) and that part of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 2725.32 feet to the West line of said NE1/4 of the SW1/4; thence North 01° 04' 33" West 4.80 feet to the Northwest corner of said NE1/4 of the SW1/4; thence South 89° 30' 44" East along the North line of said NE1/4 of the SW1/4 and the North line of said N1/2 of SE1/4 2736.88 feet; thence South 07° 33' 04" West 108.82 feet to the point of beginning.

Excepting therefrom, that part of the North Half of the Southeast Quarter (N1/2 of SE1/4) and that part of the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 486.00 feet; thence North 07° 33' 04" East 200.00 feet; thence South 87° 20' 31" East 486.00 feet; thence South 07° 33' 04" West 200.00 feet to the point of beginning.

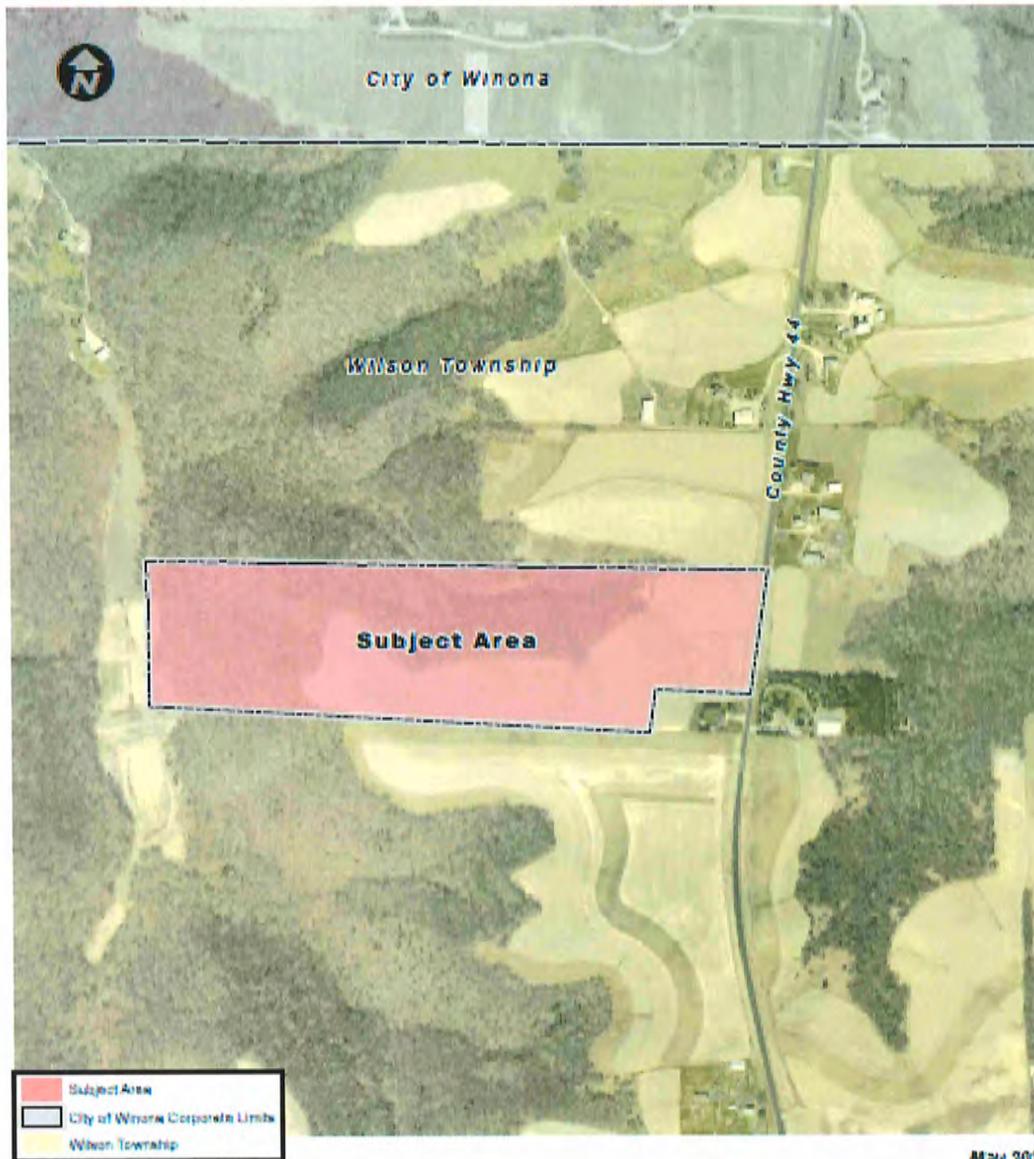
EXHIBIT B

Owners Petition for Detachment

EXHIBIT C

Aerial Map Depiction of Property in Relation to City

EXHIBIT C



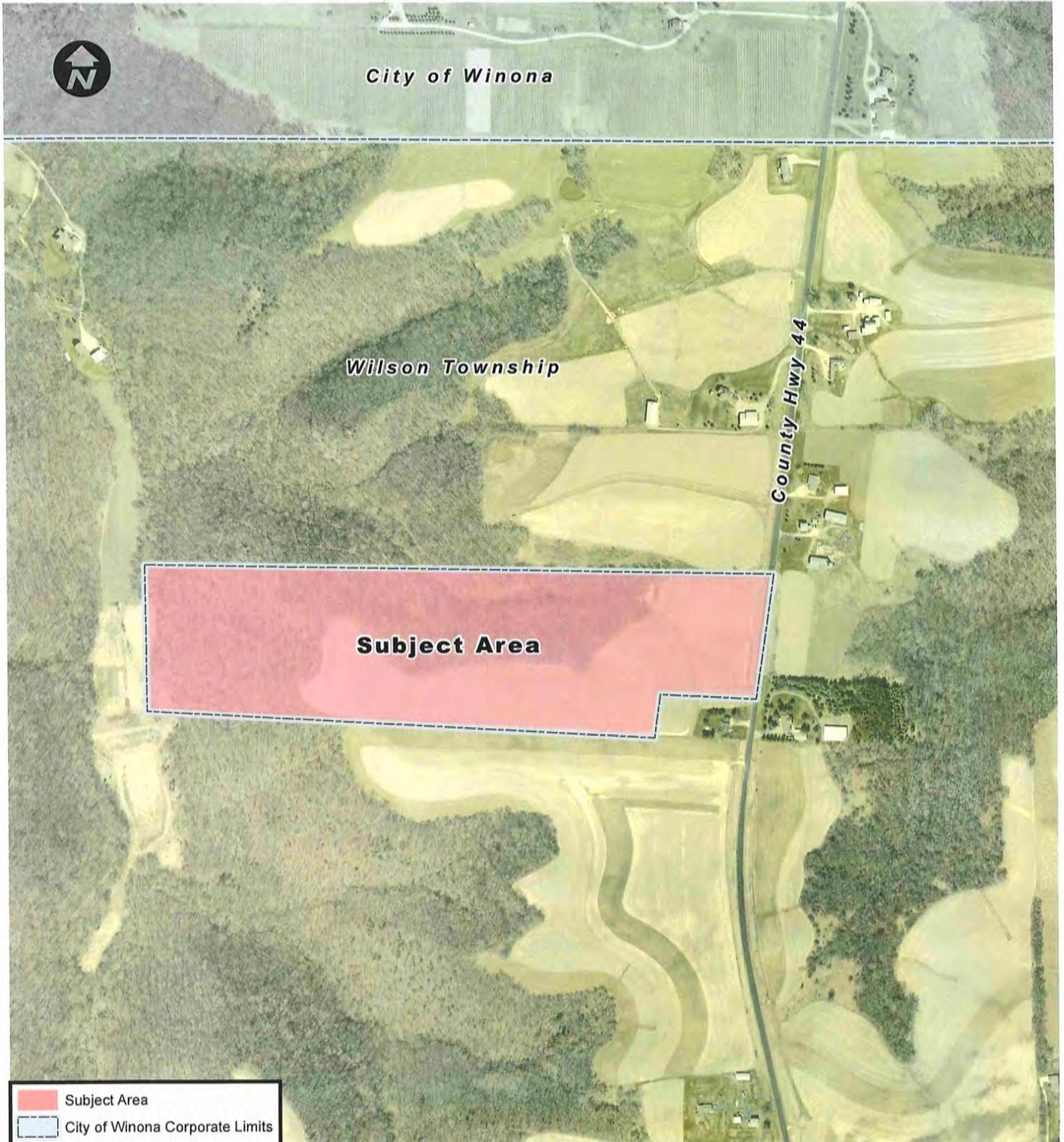
May 2020

0 200 700 1,400
Feet

This map was compiled from a variety of sources. The information is provided with the understanding that conclusions drawn from such information are solely the responsibility of the user. The City does not warrant representation of any of the features depicted and any misapplication of the legal status of this map is hereby disclaimed. Imagery from 2019.

EXHIBIT D

Declaration of Restrictive Covenants



May 2020

0 350 700 1,400 Feet

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

(Above Space Reserved for Recording Information)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the “Declaration”) is made this ____ day of _____, 2020, by Lucas E. Malay and Hailey M. Malay, husband and wife, (the “Owners”) and is given for the benefit of the City of Winona, Minnesota, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”).

RECITALS

WHEREAS, the Owners are fee owners of certain land located within the City legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property“); and

WHEREAS, the Owners submitted a petition (the “Petition”), dated March 2, 2019, to the City for detachment of the Property from the City to Wilson Township (the “Township”) pursuant to Minnesota Statutes, Section 414.06; and

WHEREAS, the Petition is attached hereto as Exhibit B; and

WHEREAS, the Property (PID #32.319.0020) is a single parcel of land containing approximately 45.6 acres abutting County Road 44 and located approximately one-quarter of a mile (app. 1,500 feet) south of and not contiguous to the primary corporate limits line of the City; and

WHEREAS, an aerial map depicting the location of the Property in relation to the City is attached hereto as Exhibit C; and

WHEREAS, the Property was previously annexed from the Township to the City in 2005 through a joint agreement between the City and Township in order to facilitate a suburban residential development on the Property with City sewer and water services; and

WHEREAS, as a result of the economic recession that occurred relatively soon following the 2005 annexation of the Property to the City, the proposed suburban residential development of the Property did not proceed, and the Owners thereafter acquired the Property in 2015; and

WHEREAS, at the time of the 2005 annexation, the Property was needed for reasonably anticipated future urban or suburban development; and

WHEREAS, since the 2005 annexation to the City: the proposed suburban residential development of the Property did not proceed; City sewer and water services have not been extended to the Property since the same have not been needed or requested; the Property has not developed and remains vacant; and there is no subdivision/plat or other development proposal currently under consideration or anticipated for the Property, except for the Owners' development proposal, which is to build one, single-family home along with accessory buildings directly related to the one, primary single-family home on the Property (the "Owners' Development Proposal"); and

WHEREAS, City staff have reviewed the Owners' Development Proposal and determined that extension of City sewer and water services to the Property based on the Owners' Development Proposal is not necessary at this time; and

WHEREAS, the Owners have expressly represented to the City and Township that they will not be subdividing/platting and developing the Property and instead will use the Property solely in accordance with the above-mentioned Owners' Development Proposal; and

WHEREAS, the Property has in the past been reasonably anticipated for future suburban residential development needing sewer and water services, and the Owners acknowledge and agree that if circumstances change in the future regarding the subdivision/platting of the Property for development, the Property may again be categorized by the City accordingly; and

WHEREAS, the City and the Owners agree that in the event that the Owners in the future seek to subdivide/plat the Property for development inconsistent with the Owners' Development Proposal, the Owners shall be required to annex the Property to the City prior to the Property being developed; and

WHEREAS, based upon the Owners' representations to the City as summarized above herein, with the same being a material inducement for the City to adopt a Resolution of support for detachment of the Property from the City, with the City accordingly adopting said Resolution No. _____, dated _____, 2020, and with the execution and recording of this Declaration being a condition of such adoption of said City Resolution, the Owners have agreed to execute and record this Declaration upon the Property in favor of the City; and

WHEREAS, the Owners now desires to restrict the use of the Property as provide in this Declaration.

NOW, THEREFORE, in consideration of the promises, representations and covenants herein set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. Restrictive Covenants. The Owners hereby make the following restrictive covenants upon the Property in favor of the City:
 - a. The Property will not be subdivided or platted and developed for urban or suburban development purposes during the term hereof, and the Property will instead be developed by the Owners for their use as one parcel in a rural manner consistent with the Owners' Development Proposal as described herein above.
 - b. In the event that the Property is proposed to be subdivided or platted for development in the future, the circumstances that resulted in the original 2005 annexation will once again exist warranting annexation of the Property or the portion thereof proposed for development, and the Owners acknowledge and agree to the same.
 - c. The City reserves the right to seek annexation in the event the Property is proposed to be subdivided or platted for development at such time, and the Owners acknowledge and agree to fully cooperate therewith and execute any such documentation as the City may require to annex said Property or the portion thereof proposed for subdivision for development purposes. This Declaration shall apply to the Property regardless of any governmental approvals for development of the Property or otherwise, and the City's right to annex the Property shall be continual, and no provision herein shall be construed to limit the same, with the decision to seek annexation being in the discretion and judgment of the City Council.
2. Amendment. This Declaration may not be amended or modified except by means of a written instrument executed by the Owners and consented to in writing by the City acting by and through its City Council.
3. Recitals and Exhibit. The recitals and exhibits hereto are made apart hereof.
4. Indemnification. The Owners hereby indemnify, and agree to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Owners to comply with the terms of this Declaration, or on account of any representation or warranty of the Owners contained herein being untrue.
5. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

6. Notices. All notices to be given pursuant to this Declaration must be in writing and will be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to any other place as a party may from time to time designate in writing. The Owners and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications are sent. The initial addresses for notices and other communications are as follows:

To the City:

City of Winona
Attn: City Clerk
207 Lafayette Street
Winona, MN 55987
507-457-8200

To the Developer:

Lucas E. Malay and Hailey M. Malay
25997 Blackberry Rd.
Winona, MN 55987
507-450-5165
lucasmalay@greystonecon.com

7. Governing Law. This Declaration is governed by the laws of the State of Minnesota. All references in this Declaration to Minnesota Statutes are to the Statutes currently in effect and as amended or renumbered in the future.
8. Enforcement. This Declaration may be enforced by the City. The Owners grant to the City, and its agents and employees, reasonable access to the Property at reasonable times and upon notice thereof for inspection, monitoring, and enforcement purposes. In case any action at law or in equity, including an action for declaratory relief, is brought against the Owners to enforce the provisions of this Declaration, the Owners agree to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City in connection with the action.
9. Declaration Binding. This Declaration and the covenants contained herein will run with the Property and will bind the Owners and their successors and assigns and all subsequent owners of the Property or any interest therein, and the benefits will inure to the City and its successors and assigns. This Declaration shall be perpetual in duration, subject to the limitations established in Minn. Stat. § 500.20.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be signed as of the day and year first written above.

Lucas E. Malay

Hailey M. Malay

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Lucas E. Malay and Hailey M. Malay, husband and wife, Owners.

(Signature of Notarial Officer)

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

Legal Description of Property

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Also, the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, lying Westerly of the centerline of County State Aid Highway 44.

Also, That part of the North Half of the Southeast quarter (N1/2 of SE1/4) and that part of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 2725.32 feet to the West line of said NE1/4 of the SW1/4; thence North 01° 04' 33" West 4.80 feet to the Northwest corner of said NE1/4 of the SW1/4; thence South 89° 30' 44" East along the North line of said NE1/4 of the SW1/4 and the North line of said N1/2 of SE1/4 2736.88 feet; thence South 07° 33' 04" West 108.82 feet to the point of beginning.

Excepting therefrom, that part of the North Half of the Southeast Quarter (N1/2 of SE1/4) and that part of the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 486.00 feet; thence North 07° 33' 04" East 200.00 feet; thence South 87° 20' 31" East 486.00 feet; thence South 07° 33' 04" West 200.00 feet to the point of beginning.

EXHIBIT B

Owners Petition for Detachment

EXHIBIT C

Aerial Map Depiction of Property in Relation to City

IN THE MATTER OF THE PETITION FOR DETACHMENT OF
CERTAIN LAND FROM THE CITY OF WINONA, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

Pursuant to the 2012 amendment to Minn. Stat. § 414.06, the petitioner(s) shall also provide a copy of this petition to:

- 1) the city from which the land may be detached;*
- 2) all property owners who have not signed this petition;*
- 3) the clerk of the town to which the property may be attached if granted;*
- 4) the clerk of any other abutting town or city; and*
- 5) the county recorder in the county in which the land is located.*

PETITIONERS STATE: The number of petitioners required by Minnesota Statutes § 414.06, Subd. 1, to commence this proceeding is: all of the property owners if the area is less than 40 acres; or 75% or more of the property owners in number if the area is more than 40 acres.

It is hereby requested by all of the property owners, the area is less than 40 acres; to detach certain properties described herein from the City of Winona and make a part of the Township of Wilson

1. There is one property owner in the area proposed for detachment.
2. All property owners have signed this petition.
3. The property is situated within the City of Winona, does not abut the municipal boundary, and is located in the County of Winona.
4. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.
5. The reason detachment is requested is so that the owner may develop the property as a single-family rural residence with the characteristics of such a development.
6. Summarize what efforts were taken prior to filing this petition to resolve the issues: Petitioners have attempted to reach a negotiated resolution with the City of Winona by contacting the city planner and city clerk directly to address the

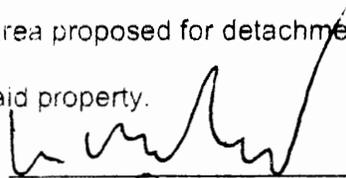
apparent deficiencies in the original annexation along with the fact that the parcel that is the subject of this petition has received not city services.

7. The number of acres in the property proposed for detachment is 40 and is described as follows:

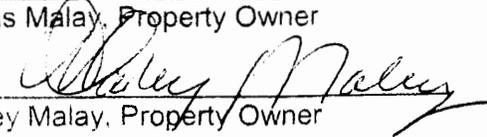
See Exhibit A to this Petition

8. There are no buildings on said property is: zero.
9. There are currently no residents in the area proposed for detachment.
10. There are no public improvements on said property.

Date: 3 | 2 | 19



Lucas Malay, Property Owner



Hailey Malay, Property Owner

RESOLUTION OF WILSON TOWNSHIP
CONCERNING DETACHMENT OF CERTAIN LAND
PURSUANT TO MINNESOTA STATUTES § 414.06

The Township of Wilson received a petition for detachment of certain property attached to this resolution. The property of subject to the petition is that parcel described below.

That certain property owned by Lucas and Hailey Malay legally described as follows:

SEE ATTACHED EXHIBIT A

The Township of Wilson

supports

remains neutral toward

the petition submitted by the Malays.

Date: March 14, 2019

Robin Sandt Clerk
Township Signature

Exhibit A

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota.

Also, the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, lying Westerly of the centerline of County State Aid Highway 44.

Also, That part of the North Half of the Southeast quarter (N1/2 of SE1/4) and that part of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 2725.32 feet to the West line of said NE1/4 of the SW1/4; thence North 01° 04' 33" West 4.80 feet to the Northwest corner of said NE1/4 of the SW1/4; thence South 89° 30' 44" East along the North line of said NE1/4 of the SW1/4 and the North line of said N1/2 of SE1/4 2736.88 feet; thence South 07° 33' 04" West 108.82 feet to the point of beginning.

Excepting therefrom, that part of the North Half of the Southeast Quarter (N1/2 of SE1/4) and that part of the South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4) of Section Five (5), Township One Hundred Six (106) North, of Range Seven (7), West of the Fifth Principal Meridian, Winona County, Minnesota, described as follows:

Commencing at the Northeast corner of said N1/2 of the SE1/4; thence South 01° 26' 34" East, assumed bearing along the East line of said N1/2 of the SE1/4 156.00 feet; thence North 87° 20' 31" West 1265.41 feet to the point of beginning of the land to be described; thence continue North 87° 20' 31" West 486.00 feet; thence North 07° 33' 04" East 200.00 feet; thence South 87° 20' 31" East 486.00 feet; thence South 07° 33' 04" West 200.00 feet to the point of beginning.



Overview



Legend

- Roads
- Other
 - Interstate
 - US/State Highway
 - City Streets
 - County Road
 - Township Road
 - Private Drive
 - Winona Boundary
 - Parcel

| | | | | | |
|------------------|------------|--------------|--------------------|---------------|---------------------|
| Parcel ID | 323190020 | Alternate ID | n/a | Owner Address | MALAY, LUCAS E |
| Sec/Twp/Rng | 05-106-007 | Class | 101 - AGRICULTURAL | | HAILEY M MALAY |
| Property Address | | Acreage | 45.61 | | 25997 BLACKBERRY RD |
| | | | | | WINONA, MN 55987 |

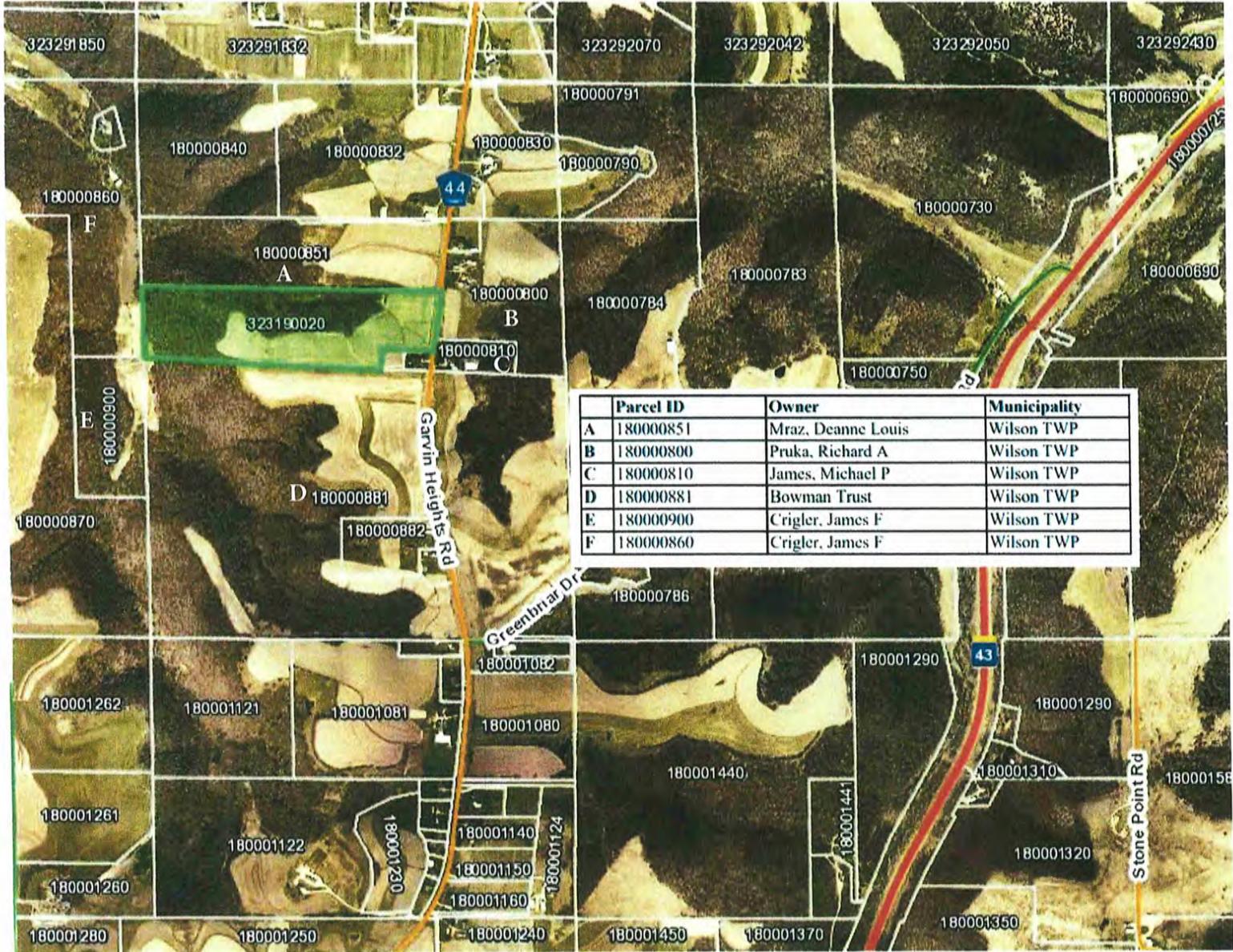
District WINONA CITY

Brief Tax Description Sect-05 Twp-106 Range-007 WILSON ANNEXED TO WINONA 45.61 AC S 1/2 SE 1/4 NW 1/4; S 1/2 S 1/2 NE 1/4 LYING W'LY CSAH 44; PART N 1/2 SE 1/4 & PART NE 1/4 SW 1/4 COM NE CORNER N 1/2 SE 1/4, S 1 DEG E ALONG E LINE N 1/2 SE 1/4 156', N 87 DEG W 1265.41' TO PT OF BEG: N 87 DEG W 2725.32' TO W LINE NE 1/4 SW 1/4, N 1 DEG W 4.8' TO NW CORNER NE 1/4 SW 1/4, S 89 DEG E ALONG N LINE NE 1/4 SW 1/4 & N LINE N 1/2 SE 1/4 2736.88', S 7 DEG W 108.82' TO PT OF BEG EX: PART N 1/2 SE 1/4 & PART S 1/2 S 1/2 NE 1/4 COM NE CORNER N 1/2 SE 1/4, S 1 DEG E ALONG E LINE N 1/2 SE 1/4 156' N 87 DEG W 1265.41' TO PT OF BEG: N 87 DEG W 486', N 7 DEG E 200', S 87 DEG E 486', S 7 DEG W 200' TO PT OF BEG

(Note: Not to be used on legal documents)

Note: This map is created from data contained in Winona County GIS and is for reference purposes only. While significant effort has been invested to depict boundary extents as accurately as possible per existing records, this map should not be considered a replacement for professional land survey.

Date created: 2/28/2019
 Last Data Uploaded: 2/28/2019 2:32:02 AM



REQUEST FOR COUNCIL ACTION

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| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | City Manager | 06/15/20 |
| <i>Item:</i> Discretionary Leave Policy | | |
| <i>No.</i> 5.5 | | |

SUMMARY OF REQUESTED ACTION:

The City currently has a vacation donation policy that originated May 15, 2000 as a way to help a co-worker with a serious health condition who did not have any remaining paid leave time. Over the last six years, employees have not donated vacation hours to the fund because they want more control over who will receive the donated hours. Because the City cannot discuss individual situations with the employee population, the interest and use of this policy has ceased. However, employee need for this type of benefit has not changed and an average of one employee per year encounters a major life event and time off is not available. In such cases they do not receive any compensation and the City contribution to their health insurance may also cease.

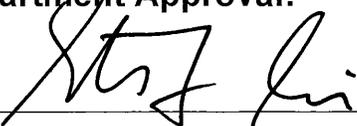
I am recommending that we replace the existing vacation donation policy with a discretionary leave policy. New policy language is attached and outlines a proposal of granting no more than 2,000 hours per calendar year City wide and no more than 480 hours per person in a twelve month period. The employee would receive 75% of their normally scheduled hours (maximum of 30 hours per week for a full time employee) for a maximum of 16 weeks. Eligibility requirements include that the reason must fall under federal Family Medical Leave Act guidelines and the employee must have worked for the City for a minimum of six months and is in good standing.

This leave benefit cannot be combined with other leave benefits provided by the City including short or long term disability insurance.

This policy will not impact the City budget since the employee wage is budgeted for the full year. The employee must use all accrued personal paid leave before he or she is eligible to receive discretionary leave. Further, the number of hours in the discretionary leave balance will not carry forward to the next year and the City will not incur a funding liability.

This policy is intended to bridge the gap for employees who need help during serious, infrequent life situations.

If Council concurs, a motion to approve the addition of the Discretionary Leave Policy to the Employee Handbook would be in order.

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| Department Approval:  | City Manager Approval: |
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City of Winona Discretionary Leave Policy

Addendum to Employee Handbook
Policy Effective Date June 16, 2020

Overview

The purpose of this policy is to allow the City Manager to provide discretionary paid leave to a City of Winona (City) employee in need due to extenuating circumstances.

This policy is separate and distinct from other leaves provided by the City and is not intended to provide full wage replacement or modify, supersede, or interfere with any other paid leave benefits.

This policy may be modified or eliminated at any time without notice by the City Manager at their sole discretion.

The City Manager will be allowed to provide up to 2,000 total hours each calendar year and no more than 480 hours for an individual employee while they are employed at any point with the City provided the employee meets eligibility criteria established in this policy.

Eligibility

The employee must meet the following eligibility criteria to submit and be approved for a request for discretionary leave time.

- The employee has been employed continuously with the City for at least six months as of the date they make their request for leave.
- The employee is not receiving at the time of their request for leave nor has the employee requested or is anticipated to request for any portion of their leave for the same reasons precipitating the request for leave in relation to worker's compensation benefits.
- The employee would otherwise be eligible and qualify for Family Medical Leave Act leave if they were eligible or had not exhausted all their FMLA leave time.
- The employee is in good standing. Specifically, within the 12 months preceding the date of the request, the employee:
 - Has not had any unauthorized absences from any scheduled work time;
 - Has not failed to comply with any notification or other expectations related to absences from work;
 - Has not been issued any written counseling or warning, discipline, or performance improvement plan or the like; and
 - Has not been formally evaluated as not meeting any expectation of their work.
- There are no pending complaints against the employee at the time of the request.
- The employee has exhausted all forms of paid leave time.
- During their entire employment with the City, the employee has not consistently had low paid leave balances, except during times when they had unexpected

circumstances that qualified them for leave under the FMLA or other medical-related condition.

- The employee has not received any discretionary leave pay within the 12 months preceding the date of the request.
- The start date for the leave must be no earlier than 7 calendar days after the date of the request and no later than 21 calendar days after the date of the request.
- The employee intends to and reasonably believes they are able to return to work after the leave concludes.

Request Process

Requests will be processed on a first-come basis. The employee must submit to the City Manager or designee their request for discretionary leave by email or hard copy or as otherwise expressly stated. The employee must state the reason for the request and the specific number of hours or dates needed. The City Manager may also meet in person or by phone with the individual to discuss the need. In addition, the Manager will also review other benefits available to the employee.

A formal response to the request will be provided from the City Manager.

The City Manager has the right to deny use of discretionary leave, determine the amount of leave time, or limit, modify, or eliminate its use, or require the employee to return to work at any time at their sole discretion. Any decision by the City Manager related to this leave is final.

Use of Discretionary Leave

Human Resources will instruct the employee on how to report discretionary leave hours on his/her timesheet.

All discretionary leave must be used continuously and cannot be used intermittently. Employees will only be able to use discretionary leave time up to 75% of their normal work week. (e.g. an employee working 40 hours per week, may only use up to 30 hours per week including paid holidays.). Employees will continue to accrue paid leave benefits and will be eligible for paid holidays until use of discretionary time is exhausted. The employee must work and/or use paid/unpaid leave time for the remaining portion of their normal work week.

Discretionary leave cannot be combined with short term disability and will cease when an employee qualifies for long term disability benefits or any other reason determined by the City Manager.

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | City Manager | 06/15/20 |
| <i>Item:</i> COVID-19 Preparedness Plan | | |
| <i>No.</i> 5.6 | | |

SUMMARY OF REQUESTED ACTION:

The City has been closely following guidance from the Minnesota Department of Health (MDH), Centers for Disease Control (CDC), and the Occupational Safety and Health Administration (OSHA) regarding best practices for employee work safety and public access to buildings.

To comply with Executive Order 20-74, Human Resources has created a COVID-19 Preparedness Plan to address the safety and health of City employees. A copy is attached for your approval. City HR Manager Deb Beckman is available to answer any questions related to employee safety.

Further, Assistant City Planner Luke Sims has been working with the Community Response Team to create a COVID19 Preparedness Plan for each facility. These plans will provide guidance for staff and the public regarding access and are necessary before the facility can re-open. Each facility plan is developed by the Response Team and is then reviewed internally by department heads, the City Manager, and the Fire Chief before proceeding. Attached is a sample plan for the Library. Mr. Sims is available to provide an update on behalf of the Community Response Team and to answer questions related to facility access.

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

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

RESOLUTION

WHEREAS, pursuant to Executive Order 20-74, issued by Minnesota Governor Tim Walz on Friday, June 5, 2020, the City of Winona, Minnesota (the "City"), as a Critical Business as such terms are defined therein, is required to develop and implement a COVID-19 Preparedness Plan by June 29, 2020; and

WHEREAS, Executive Order 20-74 states that the State of Minnesota (the "State") will issue guidance to Critical Businesses regarding the COVID-19 Preparedness Plan requirement by June 15, 2020; and

WHEREAS, the City desires to comply with the requirements of Executive Order 20-74 and develop and implement a COVID-19 Preparedness Plan by the June 29, 2020 deadline; and

WHEREAS, it is in the City's best interests to ensure the State's forthcoming guidance is thoughtfully considered and the City's COVID-19 Preparedness Plan is developed in an effective and efficient manner; and

WHEREAS, given that the June 29, 2020 deadline is fast approaching and that the last regular meeting of the City Council for June is June 15, and given that the State's guidance on the subject is yet forthcoming, the best interests of the City are served by adopting the COVID-19 Preparedness Plan attached hereto as Exhibit A at this time and delegating the authority to the City Manager to revise the same as necessary to comply with further guidance received from the State, additional executive orders, and as necessary for the health, safety and welfare of City employees and the public.

NOW, THEREFORE, BE IT RESOLVED by the City of Winona, Minnesota, that The COVID-19 Preparedness Plan attached hereto as Exhibit A is hereby approved, and the City Council further hereby delegates to the City Manager, for the period that the local emergency declared by the City Council remains in effect, the authority to further develop the attached plan and amend/revise the plan, on a City and/or departmental level, as the City Manager, or in his absence the Fire Chief, in consultation with Department Heads, deems necessary or appropriate to serve the best interests of the City and/or meet the changing requirements placed on the City by the State.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk



Safety Manual

COVID-19 Preparedness Plan

| | | |
|----------------------------|------------------------|----------------------|
| SOP #: 112-24 | Revision: 1 | Prepared By: PWD/DAB |
| Effective Date: 06/16/2020 | Supersedes: 04/29/2020 | Approved By: STS |

| Overview | |
|-----------------------------|--|
| Objective | Executive Order 20-74, issued by Gov. Tim Walz on June 5, 2020, requires each critical business in operation to establish a "COVID-19 Preparedness Plan." |
| Affected Departments | All departments/divisions |
| Policy | |
| Policy | <p>The City of Winona (City) is committed to providing a safe and healthy workplace for all workers. This Preparedness Plan (Plan) has been developed in response to the COVID-19 pandemic. The goal of this Plan is to mitigate the potential for transmission of COVID-19 in City workplaces and maintain the safety and health of all employees through a cooperative effort.</p> <p>Every employee is responsible for implementing and complying with all aspects of this Plan. City administration gives full support to supervisory staff to enforce these provisions.</p> <p>Employee involvement is essential in developing, implementing and updating a successful COVID-19 Preparedness Plan. The City has and will continue to involve employees in this process by listening to concerns, gathering input, assessing City resources, evaluating worker interaction, providing guidance for social distancing, conducting training, and continually monitoring daily work habits. This Plan follows Centers for Disease Control and Prevention (CDC), Minnesota Department of Health (MDH), and Occupational Safety and Health Administration (OSHA) guidelines related to COVID-19 and addresses:</p> <ul style="list-style-type: none"> • hygiene and respiratory etiquette; • engineering and administrative controls for social distancing; • housekeeping – cleaning, disinfecting and decontamination; • prompt identification and isolation of sick persons; • communications and training that will be provided to employees; and • management and supervision necessary to ensure effective implementation of the Plan |

Procedure

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| <p>Continual Self-Monitoring and Reporting</p> | <p>The City of Winona requests that all employees be responsible in their actions and take precautions during the COVID-19 pandemic. The City of Winona's Intranet has information on how you can stay informed, prepare, self-evaluate symptoms, and seek medical treatment if necessary.</p> <p>As of the date of this Plan COVID-19 symptoms* include:</p> <ul style="list-style-type: none"> • fever of 100.4 degrees Fahrenheit or higher (38 degrees Celsius) • shortness of breath or difficulty breathing • coughing • chills • repeated shaking with chills • muscle pain • headache • sore throat • new loss of taste or smell <p>*Symptoms may be updated and modified by the CDC at any time. Please reference CDC communications, information on the City Intranet, or contact Human Resources or the Safety Coordinator for updates.</p> <p>Employees must self-monitor for signs and symptoms of COVID-19. Employees that become sick or have been exposed to a COVID-19 diagnosed individual should report information to their immediate supervisor and stay home. After contacting the supervisor, the employee or supervisor should complete the <u>Health Alert</u> form found in the COVID-19 information section on the City Intranet.</p> |
| <p>Health Assessment when Entering the Workplace</p> | <p>In addition to continual self-monitoring and reporting, the City may implement a daily health assessment before the employee will be allowed to enter the workplace. The health assessment may consist of a temperature check and a short question and answer checklist administered by the department supervisor or designee. Any employee who does not pass the health assessment will be sent home and instructed to complete the <u>Health Alert</u> form on the City Intranet.</p> |
| <p>Employee Becomes Sick With or Comes Into Contact With COVID-19 at Work</p> | <p>If an employee becomes sick while at work or has come in close contact with someone experiencing COVID-19 symptoms during work, the following steps will be taken.</p> <ol style="list-style-type: none"> 1. The sick employee will be asked to leave the work place immediately. 2. Outside doors and windows should be opened to increase air circulation. 3. The supervisor should immediately report the incident to the Safety Coordinator (507-429-2749) or HR (507-457-8234) to obtain next steps. 4. The sick employee or supervisor should complete the <u>Health Alert</u> form within 24 hours. 5. HR or Safety will contact the employee to assess the situation and evaluate work safety for the employee population within the department. 6. The sick employee will be advised of current CDC recommended guidelines for safely returning to work. |

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| <p>Temporary Employee Notice</p> | <p>Employees should reference the most current Temporary Employee Notice issued by the City Manager for situational guidance related to COVID-19. A copy of the notice can be found in the COVID-19 section of the City Intranet. Any revisions, revocation, or replacement of the Notice will be communicated to all employees and a copy will be available on the City Intranet.</p> <p>The City provides paid sick time and other benefits to compensate eligible employees who are unable to work under certain circumstances. Employees should refer to applicable personnel policies, labor contracts, and employee notices related to such benefits. In addition the City will provide compensation in accordance with the CARES Act. Please complete the <u>Request for Emergency Paid Sick Leave</u> form found in the COVID-19 section of the City Intranet if you are unable to work due to COVID-19 symptoms, caring for someone with COVID-19, or lack access to childcare because of COVID-19.</p> <p>Employees may also contact Human Resources at 507-457-8234 with questions.</p> |
| <p>Employee Private Data</p> | <p>The City will respect the privacy of employees to the best of its ability. Information obtained on the status of an employee through self-reporting to a supervisor or obtained during a pre-work health assessment will be shared with Human Resources and the Safety Coordinator. In addition, permission will be sought from the employee to share COVID-19 related information with co-workers if the employee came into contact with co-workers during the previous two weeks. The employer will make every effort to protect employee privacy but cannot prevent employees from making personal speculation or intuitive discovery.</p> <p>With or without the employee's permission, the employee's supervisor will be required to inform co-workers within the department of possible contamination in the work area and implement procedures to mitigate the spread of the virus. HR and Safety will follow up with the employee regarding applicable pay and benefits information and the process to return to work following recovery. Return to work procedures will follow the most current best practices outlined by the CDC.</p> |
| <p>Handwashing</p> | <p>Basic infection prevention measures will be implemented in the workplace at all times. Workers should wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet.</p> <p>All visitors to the facility will be required to wash their hands prior to or immediately upon entering the facility or use hand-sanitizer containing greater than 60% alcohol from dispensers as long as hands are not visibly soiled.</p> <p>All sinks in City buildings have soap for hand washing and paper towels for drying hands. Employees working off site will have hand sanitizer provided by the City.</p> <p>Employees will wash their hands or use hand sanitizer:</p> <ul style="list-style-type: none"> • after use of the rest room; • before and after eating; • before and after putting on and removing face coverings; and • after use of any commonly touched surfaces like copy machines or tools used by others |

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| <p>Respiratory Etiquette: Cover Your Cough or Sneeze</p> | <p>Employees and visitors are to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and avoid touching their faces, in particular their mouth, nose and eyes with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterwards using soap and water or hand sanitizer.</p> |
| <p>Social Distancing</p> | <p>Social distancing is being implemented in the workplace through the following engineering and administrative controls:</p> <ul style="list-style-type: none"> • staff will practicing social distancing of 6'; • staff that cannot maintain a 6' area around work stations will be relocated; • clear acrylic shields will be installed in offices that service the community where appropriate; • work shifts will be staggered to avoid all employees coming and going at the same time; • breaks and lunches will be taken at different times and in different areas to maintain social distancing; • signage will be maintained to inform employees of COVID-19 information and best practices; • employees will be encouraged to wear a face covering at all-times; • face covering will be required when employees cannot keep social distance such as two employees in one vehicle or working together on a project; • employees should not share personal protective equipment, phones, computer equipment, desks, cubicles, workstations, offices or other personal work tools and equipment; • employees and visitors are prohibited from gathering in groups and in confined areas including elevators, small rooms, etc.; • Use telephone and video conferencing instead of face-to-face meetings as much as possible; • special accommodations for remote work may be implemented on a case by case basis and must be approved by the department head and City Manager <p>All needed personal protective supplies will be provided by department supervisor or the Safety Coordinator. All cleaning supplies or office modifications should be coordinated with the Building Maintenance Lead Worker.</p> <p>Additional measures may be taken for specific employee groups based on their work, work sites, and risk of exposure to illness. We will be continually monitoring how to handle related workplace issues and provide updates accordingly.</p> |
| <p>Housekeeping</p> | <p>Regular housekeeping practices are being implemented and include routine cleaning and disinfecting of work surfaces, equipment, tools and machinery and areas in the work environment, including restrooms, break and lunch rooms and meeting rooms. Frequent cleaning and disinfecting will be conducted in high touch areas, phones, keyboards, touch screens, controls, door handles, elevator</p> |

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| | <p>panels, railings, copy machines, etc. Basic cleaning and disinfecting should be done by the first person in the office on any given day. Followed by the maintenance staff doing a thorough cleaning throughout the day. Employees should use Fresh Start wipes, or Buckeye E22 or E23 surface disinfecting spray.</p> <p>In the event that an employee does become sick at work, the following steps will be taken.</p> <ol style="list-style-type: none"> 1. Outside doors and windows will be opened to increase air circulation. 2. All space and items within the contaminated area will be cleaned and disinfected including offices, bathrooms, common areas, and shared electronic equipment like tablets, touch screens, keyboards, and remote controls. 3. Employees may only return to work with permission from the supervisor after consultation with the Safety Coordinator or HR. |
| <p>Communications and Training</p> | <p>This plan will be communicated to all. Additional communication and training will be ongoing as new recommendations become available. All employees will be notified of this preparedness plan verbally and in writing. Copies will be emailed, posted in common areas, place in the department Safety Manual, made available on the online Safety Manual on the City Intranet, and hard copy distributed by the Safety Coordinator or supervisor to employees without a work computer. Additional copies can be requested from Human Resources or the Safety Coordinator.</p> <p>City Department Heads and Supervisors are to continually monitor how effective the program has been implemented by observing staff as they go through their day. Supervisors and employees are to work through this program together and communicate training or plan modifications with the Safety Coordinator.</p> |
| <p>Discipline</p> | <p>Flagrant disregard of this preparedness plan, refusing to report symptoms or an illness, or knowingly placing oneself or others at risk of contracting the Coronavirus may result in discipline up to and including termination of employment.</p> |



COMMUNITY DEVELOPMENT

207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378
FAX 507-457-8212

June 15, 2020

MEMO

To: City of Winona City Council

From: Luke Sims, Assistant City Planner

Subject: City Facility Guidance and Community Response Team Update

City Council Members,

Since its creation in May of 2020, the Community Response Team has worked with supervisors and department heads to assemble phased re-opening plans for city facilities. This is a critical component of a healthy and safe re-opening in the City of Winona and helps to re-stitch the social and community fabric following the closure of city facilities and shutdown of the majority of business and services across the State of Minnesota during the COVID-19 pandemic. A sample re-opening plan for the Library, which has begun curbside activities, and its communications to the public follow this memo. Please note that as the situation changes rapidly, the ability to adapt these plans and communicate phases as we approach them will be paramount to a successful re-opening.

Additionally, work conducted by the Community Response Team has helped to provide clear guidance to businesses and the community at large based on public health experts. This guidance is created and updated as needed by the team and should be seen as snapshots of support at the time of their publication. A sample of work conducted by the Community Response Team follows the Library's facility plan. In light of the fluid nature of response to COVID-19, it is important to work with community partners and coordinate responses, allowing for successful, safe efforts for employees, clients, and residents of the community.

Sincerely,

Luke N. Sims
Assistant City Planner
City of Winona

Winona Public Library Phased Reopening Plan

Draft current as of May 21, 2020

| State of MN guidance | Library reopening phase | Summary of Services and Activities | Criteria for scaling up to this level | Safety guidelines |
|---|--|---|--|---|
| Stay Home MN | Library buildings closed; no materials lending or return | <p>Library building is closed</p> <p>Working staff reduced to essential personnel only, working from home with occasional trips to the building</p> <p>All public interaction is electronic. Library services are provided digitally via our website, youtube, and social media. Staff are available via email and chat, and we return messages left on the library's voicemail.</p> | N/A | <p>-No gathering of people allowed; team meetings held via Zoom</p> <p>-Employees are encouraged to work from home, wear masks in public, and not come to the building if sick.</p> |
| Stay Safe MN Phases 1 and 2 - work from home whenever possible, groups of <10 ok. | Phase 1 - Library buildings closed; no-contact material return and curbside pickup | <p>Library material return</p> <p>-Book return will be opened for set hours, pending acquisition of supplies to safely quarantine items</p> <p>-Areas of the library will be designated for material quarantine of 72 hours.</p> <p>-Once quarantine has elapsed, library staff will retrieve and check in materials with clean hands (soap and water or hand sanitizer) and wearing a mask.</p> <p>Curbside pickup service</p> <p>-Library staff will establish procedures for contactless curbside pickup, AFTER book return is reopened.</p> <p>-Patrons will be able to request materials to be placed on hold for them. They will be notified when holds are available, and they will sign up for a time to come and get their items.</p> <p>-Summer reading program activities will be available via curbside pickup, including "Take and Make" kits for preschool, school-aged children, and teens.</p> <p>-Printing and tax form pickup services can be added during Phase 1 as well.</p> <p>Circulation between libraries</p> <p>-Patrons are accustomed to being able to request items from other libraries in the region. This service will be reintroduced after curbside pickup is underway.</p> <p>Preparation for the next level of service</p> | <p>-The library has obtained and can sustain the necessary cleaning and sanitizing supplies, including Fresh Start sanitizing wipes and Buckeye Eco 22 spray.</p> <p>-Library employees have a cloth face mask to wear while at work.</p> <p>-Library employees have access to sufficient gloves to protect their hands while using harsh chemicals. A sufficient number of gloves is defined as 4 pairs per employee per day in the building. For 3 employees over 5 days, this is 60 pairs/120 gloves per week.</p> <p>-The library has a sufficient number of paper bags for curbside pickup.</p> <p>-The library has rolling bins for book return and plastic contractor bags for book quarantine.</p> | <p>-Staffing and workplace safety: Circulation staff will be working in staggered shifts and small numbers, 2-3 at a time with physical distance of at least 6 feet between them. Assign workstations (no sharing of phones or computers) and duties.</p> <p>-Staff will follow the protocols in the City of Winona Covid-19 Preparedness Plan. This includes health screenings before coming to work.</p> <p>-In brief, the employee safety plan is as follows: health questionnaire and temperature check upon arrival at work per City of Winona HR protocols, mask use and physical distancing encouraged, frequent handwashing, quarantine of inbound library materials, limited staff onsite, limited shared equipment, break room closed, no shared utensils. Staff meetings remain on zoom and via email.</p> <p>-Contactless curbside pickup. Patrons use outdoor book drops for material returns.</p> |

Winona Public Library Phased Reopening Plan

Draft current as of May 21, 2020

| State of MN guidance | Library reopening phase | Summary of Services and Activities | Criteria for scaling up to this level | Safety guidelines |
|--|---|--|--|--|
| <p>Stay Safe MN Phase 3</p> <p>- Restaurants move to indoor service, groups of <20 ok</p> | <p>Phase 2 - Continues Phase 1, adds in-house hold pickup and computer use by appointment</p> | <p>-All services from Phase 1.</p> <p>-Main lobby available for item pickup.</p> <p>-Printing, copying, and patron assistance at the circulation desk in the main lobby.</p> <p>-Computer use by appointment: online or call in to sign up. Walk-ins will be asked to come back later if no terminal is available; no waiting in the lobby.</p> <p>-No newspapers, snacks, or seating.</p> | <p>Everything from Phase 1, plus the following:</p> <p>-Internal factors</p> <p>-The library has obtained plexiglass shields for the front desk.</p> <p>-The library has obtained easily cleaned keyboard covers and mouse covers.</p> <p>-The library has moved computers to allow for at least 6 feet between computer terminals. Seating has also been spaced out, with some chairs removed.</p> <p>-The library can offer a mask to anyone who attempts to come in without one.</p> <p>-The demand on curbside pickup has decreased enough to allow for lobby management.</p> <p>-The library has enough staff to adequately supervise and sanitize a computer area and the lobby, while maintaining curbside pickup services.</p> <p>-External factors indicating that it is safe to offer in-house services where people are indoors for a long period of time; gating criteria as defined by Minnesota Department of Health and/or local health authorities</p> | <p>-Staff will follow grocery store best practices at the checkout desk. At checkout, patrons will place their items next to the plexiglass shield. Staff will scan the patron's card while the patron holds it. Staff will check out items behind the plexiglass, then pass the items back to the patron.</p> <p>-Limit 5 patrons waiting on marks on the floor, patrons asked to wear masks, use hand sanitizer upon entry, do not come if sick, designate one person to come in to pick up items if possible. Wait outside if five people are inside.</p> <p>-Signage and verbal reminders to patrons not to come when sick, to come alone if possible, not to linger.</p> <p>-Shared computers will be sanitized between each use. Shared bathrooms will be cleaned every two hours. Surfaces will be deep-cleaned each morning and sanitized hourly throughout the library's open hours.</p> <p>-Staff will follow the health and safety protocols in the City of Winona Covid-19 Preparedness Plan. This includes health screenings before coming to work.</p> |
| <p>Stay Safe MN Phase 4</p> | <p>Phase 3 - Building open with modifications, curbside discontinued</p> | <p>-The building is open. Reference, circulation, and youth services desks are open.</p> <p>-Seating is limited and spread out to allow for 6 feet of distance between patrons. No multi-touch toys, pencils, etc.</p> <p>-Special hours for at-risk populations may be introduced if there is high traffic in the building.</p> <p>-Inhouse services from Phase 2 plus access to the stacks and reading rooms, plus in-person assistance at service desks</p> <p>-Curbside pickup discontinued due to staff workload and crowding in the lobby, or offered during select hours for high-risk populations</p> <p>-Virtual programs may also need to scale back due to staff workload</p> | <p>-Internal factors involving everything from Phase 2, plus the library has enough space for quarantine of returned materials without overflowing into public areas of the library.</p> <p>-External factors indicating that it is safe to offer in-house services with the potential for higher density, less predictability, and longer duration; gating criteria as defined by Minnesota Department of Health and/or local health authorities.</p> <p>-It will be safer to remain in Phase 2 (or 1) for the duration of the pandemic, than to move to Phase 3 and risk exposing patrons and employees.</p> <p>-Sustained person-to-person contact is what people are used to at the library, so a modified reopening will be difficult to manage given the building's role as a beloved community center for all ages.</p> <p>-Before we move to Phase 3, we need to be sure we can manage the many people who come into the library, given the extra demands on staff time: cleaning, sanitizing, book quarantine, etc.</p> | <p>-Staff-patron interactions will happen at a distance. This will be reinforced with social distancing marks on the floor and plexiglass installed at all service desks.</p> <p>-Patrons asked to wear masks, use hand sanitizer upon entry, do not come if sick, keep space between each other, designate one person to come in to pick up items if possible.</p> <p>-With patrons in the building, it will be difficult to ensure that patrons do not approach staff who are shelving. Signage and loudspeaker announcements will encourage people to maintain distance when speaking with staff. One-way traffic will be considered in high-traffic areas.</p> <p>-Per CDC safety guidelines for grocery stores, shift shelving to before the library opens, or other low-traffic times, to reduce contact with patrons.</p> <p>-If it is feasible and necessary, consider implementing a maximum capacity plan to control the flow of traffic into the library.</p> <p>-In normal circumstances, staff often walk over to assist patrons at computers or the copy machine. This can continue at the discretion of staff; staff may ask patrons to step back or use remote desktop to assist.</p> <p>-Shared computers will be sanitized between each use. Shared bathrooms will be cleaned every two hours. Surfaces will be deep-cleaned each morning and sanitized throughout the library's open hours.</p> <p>-Employees will follow the City of Winona Covid-19 Preparedness Plan. This includes health screenings before coming to work.</p> |

Winona Public Library Phased Reopening Plan

Draft current as of May 21, 2020

| State of MN guidance | Library reopening phase | Summary of Services and Activities | Criteria for scaling up to this level | Safety guidelines |
|--|--|--|---|---|
| <p>Stay Safe - MN TBD - most restrictions lifted, e.g. groups of 50 ok indoors</p> | <p>Phase 4 - Building is open with modifications, small group programs of 10 or fewer possible</p> | <p>-Operations remain the same as Phase 4, with the addition of small group programs. -Programming typically brings large numbers of people to the library, so most programs will continue to be virtual until treatments or vaccines for Covid-19 are widely available. However, once schools are hosting in-person classes again, the library will consider hosting programs with small numbers of people in spaces that allow for physical distancing. -Prioritize small group programs to meet economic recovery, educational, and social needs.</p> | <p>Internal factors as follows: Building usage levels do not result in crowding. Physical distancing can be maintained at all times. Staff have sufficient time to offer programs in addition to their other tasks. There is sufficient space to offer programs safely. Staff can be sure that patrons attending a program will wear a mask for the duration of the program. -External factors indicating that it is safe to offer in-house services with the potential for higher density, less predictability, and longer duration; gating criteria as defined by Minnesota Department of Health and/or local health authorities.</p> <p>Notes: -It is not feasible to check members of the public for symptoms and temperature outside the library -People who refuse to wear a mask, especially who stay in the building for a long time, would pose a risk to library employees and other patrons. -The library does not have the capacity to enforce masking</p> | <p>-Programs will be held at low-traffic times. Patrons will need to RSVP to attend programs. Attendance will be limited to 10. Programs will happen outdoors or indoors with 6 feet of distance between participants. Program duration will be limited to 30 minutes. -Patrons asked to wear masks, use hand sanitizer upon entry, do not come if sick, keep space between each other, designate one person to come in to pick up items if possible. -Other guidelines from Phase 3 apply, as listed above.</p> |

*Reopening phases and gating criteria for the State of MN have not yet been released.

CURBSIDE PICK-UP

BEGINNING JUNE 1

How does it work?

- Place request(s) on items using the catalog.
- Receive a notification that items are available via your chosen form of communication.
- Schedule a pick-up time using our online form or calling the library.
- Arrive at scheduled pick-up time.
- Take your bag from the cart outside the library with your last name and last 4 digits of your library card number. This includes all items & a due date slip.



WINONA
PUBLIC LIBRARY
HONOR OUR PAST. EMBRACE OUR FUTURE

RETURNS & CURBSIDE PICKUP

Monday: 10 AM-2 PM

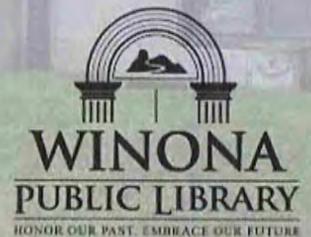
Tuesday: 1-5 PM

Wednesday: 10 AM-2PM

Thursday: 1-5 PM

Friday: 10 AM-2 PM

Saturday: 10 AM-12 PM



- LIBRARY
- PARK & REC
- WINONA TRANSIT SERVICE
- COUNCIL MEETING AGENDA
- PAY YOUR BILL ONLINE
- GIS MAPS
- GET TO KNOW WINONA

You are here: Home / COVID-19 / Community Response

COVID-19 COMMUNITY RESPONSE

The city's COVID-19 Community Response team documents and communicates the city and community's response to COVID-19, as well as designs plans for future recovery.

The collaborative team includes more than a dozen city employees representing all city departments, from parks to police, and will grow to include community experts across industries.

The team researches strategies and best practices from communities around the state, country and world to bring the best approaches to Winona. The team is designed to respond nimbly and adapt to the rapidly changing environment the pandemic has created, including planning for future outbreaks.

- 
[Department statuses, contacts](#)

- 
[Personal face coverings](#)

- 
[Isolation and self-quarantine](#)

- 
[Re-opening public-facing departments](#)

- 
[Re-opening businesses](#)




COVID-19 COMMUNITY RESPONSE TEAM

cityofwinona.com/covid19-community-response

Published: May 15, 2020

PERSONAL FACE COVERING GUIDANCE

Guidance

- The Centers for Disease Control (CDC) and Minnesota Department of Health (MDH) recommend that when in public, a cloth face covering should be worn. Additional guidance to keep in mind from MDH includes:
 - Masks or cloth face coverings can help with preventing **your** germs from infecting others – especially in situations where you may spread the virus without symptoms.
 - Wearing a mask **does not** protect you from others who may spread the virus. So, whether or not you wear a mask, you still need to wash your hands frequently, cover your cough, and practice social distancing by keeping at least 6 feet of space between people.
 - People who are sick should still stay home. Wearing a mask does not mean people who are sick should go out into the community. If you are sick and need to go to the doctor, call your health care provider before going in, and wear a mask to the clinic.
 - **Don't buy surgical or N95 masks unless you are at high risk of COVID-19 complications.** These supplies are in high need in health care facilities to protect health care workers.
 - Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- Remember, because the coronavirus can be spread by people who are asymptomatic, the CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others.
- For the general public, CDC recommends wearing gloves when you are cleaning or caring for someone who is sick.

- In most other situations, like running errands, wearing gloves is not necessary. Wearing gloves when using a shopping cart or using an ATM will not necessarily protect you from getting COVID-19 and may still lead to the spread of germs.
- Instead, practice everyday preventive actions like keeping social distance (at least 6 feet) from others, washing your hands with soap and water for 20 seconds (or using a hand sanitizer with at least 60% alcohol), and wearing a cloth face covering when you have to go out in public.

Things to keep in mind

- Any public health guidance that encourages or supports mask utilization by individuals when in public should make it expressly clear that:
 - Individuals should not be given a false sense of security about mask usage. The purpose of mask use is primarily to reduce probability of transmission of the virus by asymptomatic people; some mask types may offer minimal personal protection.
 - When using a mask, you should opt for homemade mask types, **not** commercial-grade masks so as to ensure that health care professionals and frontline workers have access to that equipment.
 - If you choose to use a mask, you must still practice mask hygiene and safety, while also continuing vigilant social distancing, respiratory etiquette, hand washing, and routine cleaning/sanitization
- Per CDC guidance, individuals should be careful not to touch their eyes, nose, and mouth when removing their face covering, and wash hands immediately after removing.
- Masks should be washed daily and whenever soiled, using laundry detergent.

How to create a cloth face covering

- Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.
- The CDC has issued a tutorial on how to sew a cloth face covering utilizing two 10"x6" rectangles of cotton fabric and two 6" pieces of elastic
- The CDC has issued a tutorial on how to use a no-sew bandana face covering using a square bandana of approximately 20"x20"
- The CDC has issued a tutorial on how to create a no-sew, quick-cut t-shirt face covering using scissors and a t-shirt.
- The US Surgeon General provides a video tutorial on how to create a face covering in a few easy steps

- For those who communicate using American Sign Language, an [ASL video tutorial on creating a Do-It-Yourself cloth face mask](#) may be found here.

Additional resources

- [World Health Organization's \(WHO\) guidance on when and how to use masks](#)
- [The CDC's Use of Cloth Face Coverings to Help Slow the Spread of COVID-19](#)
- [MDH's General Information about COVID-19](#)
- [CDC information sheet about cloth face coverings](#)
- [CDC How to safely wear and take off a cloth face covering](#)

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**INDIVIDUAL BEHAVIOR PREVENTS COVID-19 SPREAD.
WE'RE ALL IN THIS TOGETHER! PLEASE:**

- Wear masks in public
- Avoid enclosed spaces with groups of people
- Get tested if you have cold or flu-like symptoms
 - Stay six feet away from others
 - Cover your coughs and sneezes
- Wash your hands often with soap and water for 20 seconds
 - Avoid touching your face



COVID-19 COMMUNITY RESPONSE TEAM

cityofwinona.com/covid19-community-response

Published: May 15, 2020

RE-OPENING CRITERIA FOR PUBLIC-FACING DEPARTMENTS

Background information

- The State of Minnesota has not yet met the key gating criteria to consider re-opening as defined by the White House, American Enterprise Institute as well as the Public Health Principles for a phased reopening recommended by Johns Hopkins Bloomberg School of Public Health. The gating criteria before beginning Phase I reopening is summarized as:
 1. The number of new cases (or a percentage of tests) has declined for 14 days
 2. Rapid diagnostic testing capacity is sufficient to test, at a minimum, all people with COVID-19 symptoms as well as their close contacts
 3. The healthcare system is able to safely care for all patients, including having appropriate personal protective equipment for healthcare workers
 4. There is sufficient public health capacity to conduct contact tracing for all new cases and their close contacts
 - The Center for Infectious Disease Research and Policy (CIDRAP) has identified three likely scenarios of successive waves of COVID-19 outbreaks and to be prepared for 18 to 24 months of continued COVID-19 activity
 - Winona County and the State of Minnesota at large have not met the recommended gating criteria before beginning a staged re-opening, and re-opening early has led to demonstrated resurgences of COVID-19 outbreaks across communities in different parts of the world (for example, Hokkaido, Japan and reported elsewhere from CIDRAP) Modeling from the Fred Hutchinson Cancer Research Center highlights that "interventions put in place and lifted early in the epidemic only delayed the epidemic and did not flatten the epidemic curve"
-

Guidance for re-opening

- Recognizing that gating criteria may be amended by the CDC, White House, WHO, and other relevant public health organizations, it is recommended that the City of Winona continue to operate its public-facing facilities as closed to the public until such time as the gating criteria are met either locally through Winona County or at the state-level, even if the State of Minnesota's Stay Home Order is lifted
- Following meeting the gating criteria, the City of Winona may re-open facilities on a phased approach specific to individual facility guidance prepared in accordance with public health best practices which is being prepared locally for future release
- Public parks, trails, and outdoor restrooms should remain open but users should still observe social distancing and self-isolation guidelines as recommended by the CDC
- City owned, operated, and maintained facilities should continue to remain closed until meeting gating criteria for a phased re-opening
- Additionally, departments not providing direct customer service as a core function should continue to remain closed to the public

Additional resources

- [White House re-opening guidelines](#)
- [American Enterprise Institute Re-Opening Roadmap](#)
- [Public Health Principles for a Phased Reopening During COVID-19: Guidance for Governors](#)
- [COVID-19: The CIDRAP Viewpoint](#)
- [Evaluating the Effectiveness of Social Distancing Interventions to Delay or Flatten the Epidemic Curve of Coronavirus Disease](#)

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COVID-19 COMMUNITY RESPONSE TEAM

cityofwinona.com/covid19-community-response

Published: May 15, 2020

ISOLATION AND SELF-QUARANTINE GUIDELINES

Those in contact with COVID-19 (including self-contact)

- The Minnesota Department of Health (MDH) is recommending that if you come in contact with someone who has COVID-19 to stay home as much as possible.
 - Household and intimate contacts of individuals in contact with COVID-19 should limit their activities in public for 14 days after incorporating precautions in the home and should monitor for symptoms.
 - Follow self-isolation best practices such as separating yourself from others and staying in one place as much as possible, wear a face covering, avoid sharing household items, and regularly washing your hands with soap and water for at least 20 seconds.
- If you come into contact with someone and are required to go into work, MDH recommends:
 - Before you go to work, please work with your supervisor or occupational health staff to arrange ways for you to check your symptoms in the morning before you go to work.
 - If you are required to and do go to work, monitor for symptoms, wash your hands, and wipe down surfaces.
 - Personal face coverings such as cloth masks are recommended when in public.
- If you are a health care worker, you should check with their employee health office or supervisor. See if you can be reassigned to non-direct patient care duties. If there is a shortage of healthcare workers and you must work, wear a surgical mask and practice good hand hygiene. In addition, do not see patients who are at high risk for severe disease if infected.
- If you become sick:
 - Remember, if you have symptoms, use Minnesota's Screening Tool to determine if you should get tested for COVID-19. You can find testing locations here.

- If you have symptoms consistent with COVID-19 (temperature/fever of 100.4 °F or higher; new or increased cough; shortness of breath), you should stay home for at least 7 days, and for 3 days with no fever and improvement of respiratory symptoms—whichever is longer. (Your fever should be gone for 3 days without using fever-reducing medicine.)
- For example, if you have a fever and coughing for 4 days, you need to stay home 3 more days with no fever for a total of 7 days. Or, if you have a fever and coughing for 5 days, you need to stay home 3 more days with no fever for a total of 8 days.
- If you feel sick or have any new symptoms (sore throat, diarrhea, muscle aches, headache), you should stay home until symptoms resolve.

Those not in contact with COVID-19:

- Only travel in public when it is essential to leave your home. You can:
 - Visit your doctor
 - Buy groceries and needed supplies
 - Deliver supplies to sick or homebound friends and family
 - Go to work if your employer has determined you are an essential employee
 - Take care of essential business
 - Continue to do outside chores and activities at your home
 - Take walks or walk pets
 - The Centers for Disease Control (CDC) recommends that you maintain six feet of distance between yourself and other people, do not gather in groups, and stay out of crowded places and avoid contact with other people. The CDC also recommends use of a cloth face covering when in public.
 - Note that while City of Winona parks, trails, and playgrounds remain open, you should maintain the above guidance to the best of your ability. Check with Park and Recreation's website to see which facilities are open.
 - The City of Winona is relying on residents to make appropriate choices to meet their own and their family's needs while protecting the safety of the community.
 - Winona police officers will remind folks of the order and guide them to make the right choices for their safety and the community's safety. Officers have the ability to fine residents if they are found to be in repeated or intentional violation of the order.
-

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REQUEST FOR COUNCIL ACTION

| | | |
|---|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Parks and Recreation | 06/15/20 |
| Item: Parks and Recreation Summer Season – COVID-19 Plan | | |
| No. 5.7 | | |

SUMMARY OF REQUESTED ACTION:

Staff will present plans for the Parks and Recreation Department summer season. Staff will update the Council on COVID-19 plans for facilities within the Department, specifically the Aquatic Center, Lake Lodge, East Recreation Center, and Friendship Center. Staff will also provide updates on programming and special events.

Staff has been working on plans to open facilities and programs based on the guidelines provided by State of Minnesota and the Centers for Disease Control and Prevention. As staff plans for future interactions with the public, the focus then shifts on public safety, employee safety, financial impacts as well as equity in usage.

The presentation will primarily center on the Bob Welch Aquatic Center. We have attached drafts of the COVID-19 facility plan as well as an outline for the facility to operate if the facility should open.

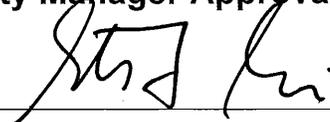
Staff will seek input from the Council on the plans as well as the items listed above; public and employee safety, financial impacts and equity in usage.

Staff is not presenting recommendations at the time of drafting this Council Item. The daily changes to guidelines prohibit Staff from making a solid recommendation. Staff will provide recommendations at the Council Meeting.

Department Approval:



City Manager Approval:



Open Swim at BWAC

Draft as of 6/10/2020

Open Swim hours

- Patrons would need to enter via concessions gate and would be told that there are numbered spaces out on the deck and to please find a space to utilize while out of the water
- Front desk staff would operate out of concession stand window for transactions
 - This would allow the window to act as a physical barrier for staff
 - Deck would be marked to have guests be 6ft away from one another while waiting in line
- Capacity will most likely be reduced to allow for proper social distancing between family groups while in the water
 - Pool Capacity Calculation
 - Large rectangle of pool- 50M x 25Y= 164ftx75ft= 12300 sq ft
 - Zero depth (collective square footage) 665+6580+942.45= 8187.45
 - **20487.45**
 - 28ftx75ft= 2100 dive well not swimmable
 - 16ftx75ft=1200 3 lanes remaining during open swim
 - 17187.45/81= **212.19 total people**
- Ensuring all patrons are social distancing while in the pool will not be the job of the lifeguards who are in the chairs on active surveillance duty. Those lifeguards are solely responsible for ensure patron safety and incident prevention while in the chairs.
 - Patrons/family units will be asked to self-monitor social distancing from other family groups
 - 2 monitors walking pool deck would be helping to ensure social distancing in happening on pool deck and may be able to recognize family groups in the water and can provide reminders for that
 - Every 15 minutes an announcement will be made reminding all patrons of social distancing and the importance of social distancing
- Patrons would leave via gate on opposite side of facility (near pump house). Entering and exiting via the gates would reduce congestion in the locker room and front lobby area.
- Open swim times would be limited by patrons and would limit the amount of time in the facility to allow more people the ability to swim
 - Potential schedule is below-

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | | |
|-----------------|--------------------------|--------------------------|---------|-----------|----------|--------------------------|--------------------------|-----------|--------------------|
| 7:00-7:15am | | | | | | | | | |
| 7:15am-7:30am | | | | | | | | | |
| 7:30am-7:45am | | | | | | | | | |
| 7:45am-8am | | | | | | | | | |
| 8:00am-8:15am | DRILLS AM Team | | | | | Pool Filter Cleaning | | | |
| 8:15am-8:30am | | | | | | | | | |
| 8:30am-8:45am | | | | | | | | | |
| 9:45am-9am | | | | | | | | | |
| 9:00am-9:15am | | | | | | | | | |
| 9:15am-9:30am | | | | | | | | | |
| 9:30am-9:45am | | | | | | | | | |
| 9:45am-10am | | | | | | | | | |
| 10:00am-10:15am | | DRILLS PM TEAM | | | | | | | Open Program Slot? |
| 10:15am-10:30am | | | | | | | | | |
| 10:30-10:45am | | | | | | | | | |
| 10:45-11:00am | | | | | | | | | |
| 11:00am-11:15am | | | | | | | | | |
| 11:15am-11:30am | Gates open for open swim | | | | | | | | |
| 11:30am-11:45am | | | | | | | Lessons departure | | |
| 11:45am-12pm | | | | | | | Cleaning | | |
| 12:00pm-12:15pm | | | | | | | | | |
| 12:15pm-12:30pm | Open Swim | | | | | | | Open Swim | |
| 12:30pm-12:45pm | | | | | | | | | |
| 12:45pm-1pm | | | | | | | | | |
| 1:00pm-1:15pm | | | | | | | | | |
| 1:15pm-1:30pm | | | | | | | | | |
| 1:30-1:45pm | | | | | | | | | |
| 1:45pm-2:00pm | | | | | | | | | |
| 2:00pm-2:15pm | | Departure | | | | | Departure | | |
| 2:15pm-2:30pm | | Cleaning | | | | | Cleaning | | |
| 2:30pm-2:45pm | | Gates open for open swim | | | | | Gates open for open swim | | |
| 2:45pm-3:00pm | Open swim | | | | | | Open swim | | |
| 3:00pm-3:15pm | | | | | | | | | |
| 3:15pm-3:30pm | | | | | | | | | |
| 3:30pm-3:45pm | | | | | | | | | |
| 3:45pm-4:00pm | | | | | | | | | |
| 4:00pm-4:15pm | | | | | | | | | |
| 4:15pm-4:30pm | | | | | | | | | |
| 4:30-4:45pm | | | | | | | | | |
| 4:45pm-5:00pm | | | | | | | | | |
| 5:00pm-5:15pm | | | | | | | | | |
| 5:15pm-5:30pm | Departure | | | | | Departure | | | |
| 5:30pm-5:45pm | Cleaning | | | | | Cleaning | | | |
| 5:45pm-6:00pm | Gates open for open swim | | | | | Gates open for open swim | | | |
| 6:00-6:15pm | Open swim | | | | | | Open swim | | |
| 6:15-6:30pm | | | | | | | | | |
| 6:30-6:45pm | | | | | | | | | |
| 6:45pm-7:00pm | | | | | | | | | |
| 7:00pm-7:15pm | | | | | | | | | |
| 7:15pm-7:30pm | | | | | | | | | |
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| 8:15pm-8:30pm | | | | | | | | | |
| 8:30pm-8:45pm | Cleaning | | | | | Cleaning | | | |
| 8:45pm-9:00pm | | | | | | | | | |
| 9:00pm-9:15pm | | | | | | | | | |

- By having different timeslots and breaks staff would have time to clean but more people could be in the facility during a typical day
- This schedule is tentative and subject to change. Swim team for 8-12 year olds would be taking place only in the lap lanes and small portion of the diving well, other programs could be run with them such as water aerobics or swim lessons for levels 2 or 3
 - However early morning and cool temps would be hard to have very young kids or water aerobics in the water

- Also swim lessons not taking place in the big square, levels 4,5,6 or preschool could run at the same time as water aerobics if we wanted to add more lessons.
- “normal schedule”/non-COVID year
 - 8am-10am M-TH Swim Team
 - 10am-11:30am Swim Lessons M-F
 - 11:30-12:30 Water Aerobics M-F
 - 12-6pm M-F Open Swim
 - 6:15-7:40 Swim Lessons M-F
 - 8pm close
- A gate monitor would be clicking the number of patrons who have left the facility and communicating that over via walkie-talkie. The daily admission staff would then be able to let that many more people into the facility

Open swim program fee

- Proposed one rate for all entering during this time

Staffing Structure

- Would need to have a full staff of 10 lifeguards +6 attendant staff to help monitor social distancing on deck and in water
 - For this phase and open swim we are no longer operating on 2 separate teams, the hours would be too long for a week and we need more available staff
 - Possibility of working closely with YMCA and Jessica White to share more staff members at both facilities if needed
 - 2 of the 4 attendants would be lifeguards and built into the rotation for staff
 - The other 2 attendants would be RA staff and could switch with the two located in the concession stand
 - These RA staff could be LL or ERC staff that may not be getting hours this summer
 - 2 attendants would be monitoring the gate and counting number of patrons in and out of the facility. Communication as individuals exit would be communicated as to how many more individuals would be able to enter
 - Staff will clean bathrooms/locker room space after every use.
- 2 FD staff to sell daily or check members in
- 2 Assistant managers

Staff Safety

- Temperature checks will be taking for all part time staff and will follow any CoW COVID-19 policies/safety measures
- Staff will follow all CoW guidelines and not report to work if they feel ill
 - Maximum of 4 per shift could report ill before we would consider closing for the day.
- Schedules are built/designed to have “extras” built in as the two monitors on deck and would be able to be pulled into a chair to ensure the Aquatic center has a full staff at all times during open swim hours.
- Staff will not share any equipment during the day they will keep their own:
 - Tubes (keep same tube all season)

- Megaphones
- Hip packs (keep same hip pack all season)
- Shorts/jackets if used
- Prior to a new team starting, the team will sanitize the megaphones.
- Staff locker rooms are a smaller confined space so only 2 staff will be allowed in the locker room at a time.
- Office space for “down” time does not allow for more than 3 staff, staff will be able to sit at the table and chairs in the front lobby. Staff will need to stay to the X marks in the front lobby
- EAPs have been re-written with the new staffing structure to ensure safety
- ARC offers a Returning to Work during COVID-19: Safe Work Practices training that staff/employees can do online
 - Cost is \$10.00
- If staff use the provided workstation at the Aquatic Center, will need to wipe it down with sanitizing wipes after using the workstation

Facility Structure/Flow

- Patrons would enter and exit via gates at the facility rather than front door. This will allow for less congestion in locker rooms and front lobby
- Patrons will follow walk way paths
- Sitting areas around the deck will be numbers and each family unit will be informed to pick a square/numbered space during their time at the pool. This will be their space out of the water during their swim time.
 - Based on rough chalk outline on deck, we believe we can fit roughly 100-150 10x10 squares in the facility
- Attendants will help to enforce social distancing on the deck and in locker rooms
 - Enforcing social distancing while in the water may be more of a self-monitored enforcement. Lifeguard staff will not enforce social distancing in the water
- Exiting the facility at the end of the open swim time will happen in a staggered fashion.
 - Numbers will be announced for patrons to leave, this will be done to reduce congestion and crowding in the locker rooms
- Would have limited number of chairs for request only but individuals would be encouraged to bring their own for the time they are at the facility

Public Safety

- Added sanitizer stations and pumped added throughout the facility
- 10x10 squares assigned for family units
 - Marked by spray paint on the deck
 - There will be 6 feet between all 10x10 squares as well as a 6ft walk way around the pool deck
- Lifeguards will have face buff/masks when interacting with the public
- While waiting in line there will be marks on the ground so families stay 6+ft away
- Signage posted throughout facility for face coverings, handwashing, cleaning etc.

Cleaning

- Staff will be cleaning in the 15 minutes after each program or open swim time slot
 - When a time trial was run for cleaning one staff could effectively and efficiently clean the entire locker room space in approximately 12 min with one staff
 - We would assign 3 staff per locker room and 2 for ladder handrails
 - Cleaning of ladder hand holds and other high touch surfaces would begin as soon as people were out of the water
 - Cleaning of locker rooms would begin as soon as all patrons have exited for that time slot
- We will use E22 for cleaning toilets, stall walls, handles, sinks, showers and soap dispensers
- Staff will also have E22 on a cleaning cloth for all ladder handrails
- Front desk staff will sanitize metal counter outside concession stand, windows frequently during the day and will clean the credit card reader after every transaction

MDH Reopening of Public Swimming Pool and Aquatic Features

<https://www.health.state.mn.us/diseases/coronavirus/schools/poolreopen.pdf>

- ✓ Consider square footage needed per bather to allow for 6 feet of space for each patron (except for family groups) in the pool and on the deck at all times. In most cases this will effectively reduce the regular capacity by 50%
 - BWAC capacity 800
 - On an average day we see approximately 200-250
 - Pool Capacity Calculation
 - Large rectangle of pool- 50M x 25Y= 164ftx75ft= 12300 sq ft
 - Zero depth (collective square footage) 665+6580+942.45= 8187.45
 - **Total sq. feet for pool 20487.45**
 - 28ftx75ft= 2100 dive well not swimmable
 - 16ftx75ft=1200 3 lanes remaining during open swim
 - $17187.45/81= 212.19$ total people
- ✓ Ensure capacity allow for proper social distancing on the pool deck in the event of a fecal incident or other life-safety situation where bather may need to exit the pool and remain on pool deck or evacuate to another location
 - Fecal incident
 - Patrons/visitors would be asked to move themselves to grassy areas around playground and behind the wooden deck. Staff would help monitor social distancing
 - Life-safety incident
 - Patrons/visitors would be asked to exit via gate by concession stand, the pump house gate is the ambulance entrance for emergencies
 - Attendant staff would dismiss groups to ensure proper social distancing
 - Front Desk staff would not allow any new patrons to come in
- ✓ Establish a schedule with time slots for various activities, allow sign-ups online and/or by phone

- Timeslots for swim lessons and registration planned to be done only via phone and/or online
- When allowed to open for general open swim would have blocks of times set for open swim
- ✓ Consider separate entries and exits and manage the flow of users to move in one direction
 - Patrons will enter the facility via the concession stand gate and exit via the pump house gate
 - There will be staff monitoring each gate
- ✓ Consider staggering entry of users and establish time limits to maximize number of users while maintaining capacity limits
 - Swim lesson participants will enter and exit in staggered times
 - Open swim
 - Patrons would be entering via gate near concessions and would be spaced apart
- ✓ Establish safe places for guests to wait for entry
 - Along fence line of outside fence by concession stand if open for open swim
- ✓ Install sanitizing stations at the entrance to your facility and at key locations through the facility
 - Will be adding sanitizing stations at entrance and exits of locker rooms and at 2 points on the pool deck
 - Will also be added a pump for sanitizer at the counters of the concession stand
- ✓ Enforce the requirements for user sanitation and safety, including showering
- ✓ Do not allow guests to congregate while waiting for access
 - Will have X markings for swim lessons, in the locker rooms and for those waiting in line
 - open swim will have markings along fence line and brick wall in parking lot if needed
 - Will have spaces numbered around the pool deck for family groups can select their square for the open swim slot.
 - Attendant staff will help enforce and remind of social distancing guidelines
 - Announcements will be made on PA periodically reminding patrons of social distancing guidelines
- ✓ If diving boards, slides or other aquatics play features are used, consider marking off proper distance for people standing in line
 - For open swim and swim lessons
 - Diving boards would have markings on deck to ensure proper social distancing
 - Slide- would be harder to ensure social distancing between staff at top and patron
 - Would consider limited access later in the summer
- ✓ Ensure adequate staffing to accommodate modifications to the operation, including altered hours of operation and enhanced cleaning and disinfecting protocols. Train all staff on new procedures and expectations.
 - Have 2 8 hours days of in-person staff training planned with all returning staff for each team
- ✓ Each facility must have a designated person on site to ensure that guidelines and regulations are followed. A facility may appoint an attendant or other staff member to perform these duties, as long as the facility is otherwise properly staffed. A lifeguard while on lifeguard duty may not

perform duties of the attendant or be given additional duties that distract from the responsibilities of lifeguarding.

- Will have 2 attendant staff assigned to help with locker room capacity
- Will have 2 attendant staff to help with social distancing on deck
- Will have 2 gate attendants to help with social distancing upon entering and exiting the facility
- ✓ Plan employee schedules so that cohort groups work together, when practical. For example, Aaden, Javier, and Ann always work together; Hodan, Dawb, and Peter always work together. However, members of one team never work with another team. Scheduling in teams can help to reduce exposures within the staff.
 - Staff will always work with the same team and management will ensure that when team A leaves at 3:30, the facility is clean and team B is not in contact with them
 - Cleaning will be done around shared surfaces as well prior to a new team coming in for their shift.
 - Limited subbing between shifts from AM to PM and vice versa
- ✓ Implement sick leave (time off) policies and practices for staff that are flexible and non-punitive.
- ✓ Identify and post additional signage, including for:
 - Capacity and social distancing
 - Reminders to wash hands and practice good personal hygiene
 - Location of handwashing and sanitizing stations
 - Instructions on how to identify symptoms of COVID-19
- ✓ Evaluate COVID-19 impact on rescue protocol:
 - Ensure adequate supply and reliable source of personal protective equipment (PPE).
 - Have enough gloves and safety goggles
 - Will need to always have 2 unopened boxes of gloves on site
 - Evaluate and revise CPR protocol as needed (example: acquire bag valve mask to eliminate the need for mouth to-mouth resuscitation).
 - BWAC staff are already trained and practicing using a BVM for any resuscitation scenarios
 - Have staff treat any emergency victim as COVID-19 positive until otherwise determined.
- ✓ Encourage the use of cloth face coverings for employees and guests, when not in the pool. See CDC guidance on cloth face coverings: Use of Cloth Face Coverings to Help Slow the Spread of COVID19 (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-facecoverings.html>).
 - **Do not allow swimming with cloth face coverings on. Cloth face coverings can make it difficult to breathe when wet, increasing the risk of drowning.**
 - All lifeguard staff will wear face buffs to while walking to and from the chair or if they are in a non elevated chair.
 - All attendant/monitor staff will wear either a face buff or cloth mask during their entire shift
- ✓ Defined times of day when cleaning and disinfection will occur (examples include before opening, between shifts, after closing).
 - In between swim lessons we will be cleaning bathrooms/locker room spaces

- Defined areas and equipment that need to be cleaned (for example: frequently touched surfaces such as ladders and hand rails, diving equipment, tables, doorknobs, switches, deck furniture, drinking fountains, emergency phones, toilets, faucets, sinks).
- ✓ Discourage people from sharing items that are difficult to clean, sanitize, or disinfect, or ones that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - We will not allow people to borrow goggles or other equipment this season
- ✓ Ensure adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between uses.
 - We will have set equipment for each lesson and will minimize the number of actually used during lessons
 - Will have staff come up with creative ways to teach these lessons without equipment for every skill
 - Can encourage individuals to bring noodles, kickboards, lifejackets, useful toys/aids that kids like in bathtub or other water time
 - Do not allow chemicals used to enter the pool water that are used to clean the decks, furniture, or other equipment.
 - See the following CDC guidance: Cleaning and Disinfection for Community Facilities (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>)
- ✓ Modify the number of swimmers allowed in swim classes, according to limits on capacity.
 - For swim lessons would reduce the number by ½ and teach 4 students for every 1 instructor
- ✓ Require that a parent or guardian from the same household remain in the water for lessons that require hands-on assistance for beginning swimmers
 - Will ask this for the level 1 and 2 swim lessons

COVID-19 Preparedness Plan for Bob Welch Aquatic Center

Draft as of 6/10/2020

Bob Welch Aquatic Center is committed to providing a safe and healthy workplace for all our workers and customers. To ensure we have as safe and healthy workplace, we have developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers and management and customers. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

Our COVID-19 Preparedness Plan follows State of Minnesota Industry Guidance for our business, Centers for Disease Control and Prevention (CDC) Guidelines, federal Occupational Safety and Health Administration (OSHA) standards related to safety and health precautions required in response to COVID-19, American Red Cross Guidelines and applicable executive orders.

The plan addresses the following:

1. Policies and procedures that assist in the identification of sick workers and ensure sick workers stay home;
2. Implementation of engineering and administrative controls for social distancing;
3. Worker hygiene and source controls;
4. Workplace building and ventilation protocols;
5. Workplace cleaning and disinfecting protocols;
6. Drop-off, pick-up and delivery practices and protocols; and
7. Communications, training and supervision practices and protocols.
8. What customers and clients can do to minimize transmission;
9. Additional protections and protocols for receiving and exchanging payment;
10. Additional protections and protocols for managing occupancy;
11. Additional protections and protocols to limit face-to-face interactions;

1. Policies and procedures that assist in the identification of sick workers and ensure sick workers stay home. Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19.

- Will follow the CoW plan for PT staff

2. Social distancing – maintaining six feet of physical distancing

Social distancing of six feet will be implemented and maintained between workers in the workplace through the following engineering and administrative protocols:

- All staff will be present at a pre-season training session to hear social distancing policies they will need to follow for the summer season.
- Staff will follow marked X's in all shared spaces that will be spaced 6 feet apart.
- Only two staff will be allowed in the staff locker rooms at a time due to the size constraints of the locker room. To access staff break area or staff locker rooms, staff will go through their gender appropriate public locker room and to the front lobby space.
- Staff that share common space for their shift (concession stand/ticket windows) will remain at their windows during their shift and communicate if they need to exit the building for restroom or other reason.
- Start and end times of shifts will be staggered to ensure staff are able to exit and enter the facility without interaction with the opposite team
- Taped boxes around lifeguard chairs and staff will need to remain outside the boxes while rotating

Social distancing of six feet will be implemented and maintained between workers and customers in the workplace through the following engineering and administrative protocols:

- Customers will enter the facility via the gate nearest the concession stand and exit the facility via the gate nearest the pump house. Staff will be present at both gates to ensure proper social distancing is being followed.
- While waiting in line customers will follow marked X spots on deck or follow spacing guidelines along fence line outside of facility. Markings will follow the fence line and then brick wall of parking lot if needed.
- When customers are paying for admission to the facility staff will wear masks and gloves, all transactions will happen via the concession stand windows. Windows will be left open so staff can hear patrons but the windows will be a barrier for staff
- Locker room attendants will have masks on and will stay within their own space
 - Locker room attendants will be monitoring how many individuals are in the locker room and helping to enforce the showering rule.
- Locker rooms will also have markings to encourage social distancing
- Patrons/family units, after paying for the daily admission fee will be assigned a number. That number will correspond to a 10x10 numbered space. Each 10x10 space will be 6 feet away from one another
- Gate attendant will ensure that individuals are properly spaced out while walking to their spaces on deck.
- Family units/patrons will be reminded frequently to social distance while in the water
- 2 pool monitors will help enforce social distancing in the pool
- Normal capacity of facility is 800
 - Recommended pool capacity for COVID-19 from State Guidelines 50%
 - Our calculations for areas that would not be used, diving well/lap lanes 212 individuals

3. Worker hygiene and source controls

Worker hygiene and source controls are being implemented at our workplaces at all times.

- Staff will wear face coverings while entering the facility, interacting with the public or while in a shared/common space
- Staff will wash their hands frequently or after interacting with the public
- Attendants or staff handling cash transactions will wear gloves and frequently wash their hands
- Any time staff rotate positions they will sanitize/wipe down the work station
- Lifeguard staff will have their own tube and hip pack assigned to them all summer, these will be hung on hooks in the storage shed with their names

4. Workplace building and ventilation protocols

Reopening the workplace includes necessary sanitation, assessment and maintenance of building systems including water, plumbing, electrical and HVAC systems

- Aquatic Center is mainly an outdoor facility and any time in enclosed spaces would be limited
- Staff working in the concession stand will have AC unit running to allow air to be circulated and moving properly.

5. Workplace cleaning and disinfection protocols

Regular housekeeping practices are being implemented, including routine sanitizing of the workplace and frequent sanitizing of high-touch areas. Workers have been instructed that personal equipment and tools should not be shared and, if shared, should be disinfected between users.

- Staff will immediately sanitize any shared equipment or facilities after use
- Staff will be giving their own hip packs and rescue tubes for the entire season. These will be hung up in the storage shed. Each member will have their own hook, labeled with their name and space for their equipment
- Public locker rooms will be cleaned at the beginning of the day, in the middle of the day and at the end of the day.

Appropriate and effective cleaning and disinfectant supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product.

- Aquatic Center has adequate supply of disinfectant for the summer but if needed will order more through Janitorial supply form.
- 2 unopened boxes of gloves on site at all times
- 1 unopened case of disinfectant at all times

6. Drop-off, pick-up and delivery practices and protocols

- N/A

7. Communications, training and supervision practices and protocols

This COVID-19 Preparedness Plan will be communicated during staff training to all workers [date] and necessary training was provided. [Describe how you are addressing the communications, training and supervision practices and protocols included in the State of Minnesota Industry Guidance for your business.] Managers and supervisors are to monitor how effective the program has been implemented by [explain how]. Management and workers are to work through this new program together and update the training as necessary. This COVID-19 Preparedness Plan has been certified by [Company name] management and was posted throughout the workplace [date]. It will be updated as necessary.

For businesses that engage with customers and clients, your COVID-19 Preparedness Plan must include and describe how your business will implement components seven through 11 (below) in compliance with the State of Minnesota Industry Guidance for your business.

8. What customers can do to minimize transmission of COVID-19

- Customers will be encouraged to wear masks while entering and exiting the facility
- Handwashing signs will be posted in locker rooms and in other areas throughout the facility
- Patrons should not come to the pool if they have experienced any of the following:
 - Fever (100.4 or higher)
 - Chills
 - New Cough
 - Shortness of breath
 - A new Sore throat
 - New muscle aches
 - New Headache
 - New loss of smell or taste

9. Additional protections and protocols for receiving and exchanging payment

- Staff handling money will wear gloves for all transactions
- If credit card readers are used, staff will wipe them down after every transaction
 - Patrons will insert their own card and hit the green button to process the transaction
- Staff at windows in concession stand will wipe down counters frequently throughout the day
- Staff handling money/monetary transactions will be inside concession stand and behind windows
- When management double counts to ensure money/drawer is on they will wear gloves to count

10. Additional protections and protocols for managing occupancy

State guidelines allow pools to open at 50% capacity which would be 400 people. But the number needs to be factored with approximately 81sq. ft per person.

Pool Capacity Calculation

- Large rectangle of pool- $50M \times 25Y = 164ft \times 75ft = 12300 \text{ sq ft}$
- Zero depth (collective square footage) $665+6580+942.45 = 8187.45$

- **20487.45**
 - $28\text{ft} \times 75\text{ft} = 2100$ dive will not swimmable
 - $16\text{ft} \times 75\text{ft} = 1200$ 3 lanes remaining during open swim
- $17187.45/81 = 212.19$ total people
- Gate attendant staff or one staff taking daily admission fees or assistant manager (depending on the day) will be clicking on a clicker for every guest that has entered the facility
- Gate attendant on the exit gate, will be clicking a clicker for every person that leaves the facility and radio communicating that to the other staff that have a clicker/taking daily admissions.
- The staff will have to subtract the number of people who have left to ensure there are not over 200 people in the facility at a time.

DRAFT

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Parks and Recreation | 06/15/20 |

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|--|
| Item: Climbing Boulder Equipment Placement – Levee Park |
| No. 5.8 |

SUMMARY OF REQUESTED ACTION:

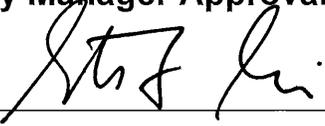
The Winona Parks and Recreation Department has been working with the Recreation Alliance of Winona on the creation of an area for a climbing boulder. The City of Winona accepted climbing boulders at the City Council meeting on March 2, 2020. The City has since worked with the Levee Park designers on potential placement of the equipment within Levee Park.

Staff will present three conceptual drawings, which are attached for your review. The drawings represent three possible locations for the placement of the boulders.

Staff is recommending placing the boulders in the eastern side of Levee Park, which is illustrated in concept three. However, we would move the boulders as labeled (9) on the drawing to section (10, 14) on drawing.

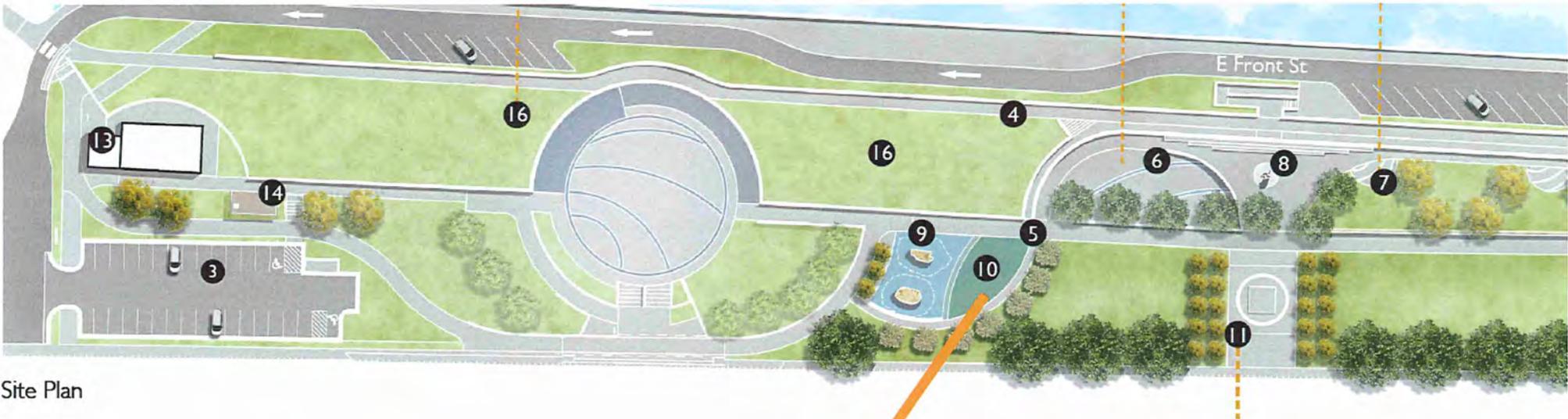
The Recreation Alliance of Winona will purchase the Climbing Boulders from Eldorado Climbing. The Recreation Alliance received grant funding from the BK5K for the purchase. The City allocated funds within the 2020 budget for the placement of the Climbing Boulder within the Park System.

If Council concurs, a motion to approve the placement of the boulders as recommended by staff in the Eastern quadrant of Levee Park and to proceed with the development of the site would be in order.

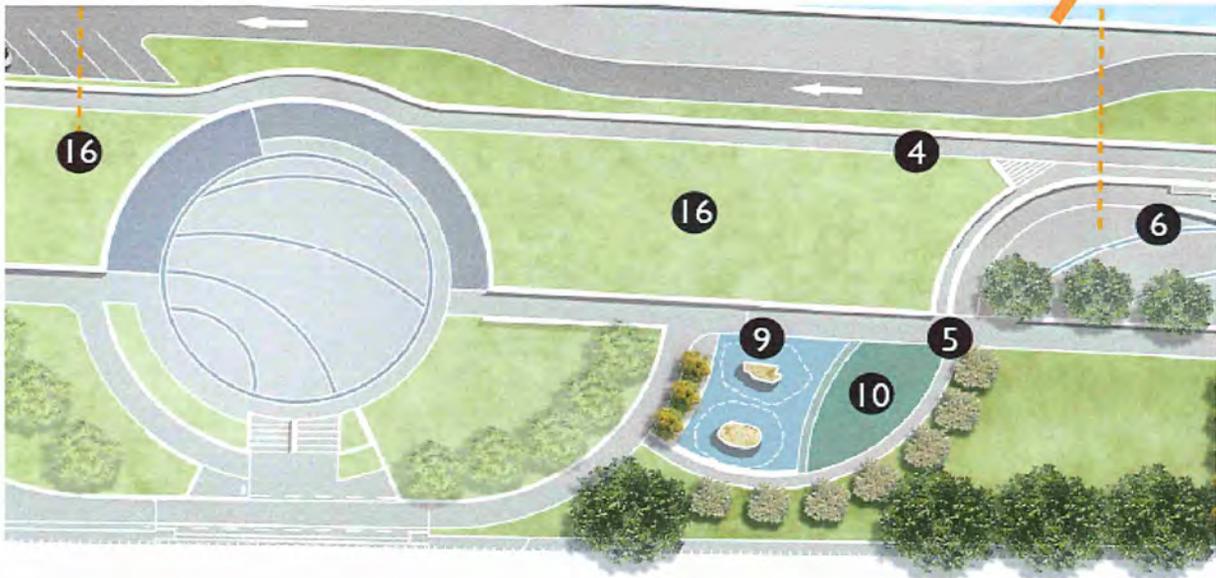
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| Department Approval:  | City Manager Approval:  |
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CONCEPT ONE

LEVEE PARK - BOULDER EQUIPMENT PLACEMENT



Site Plan

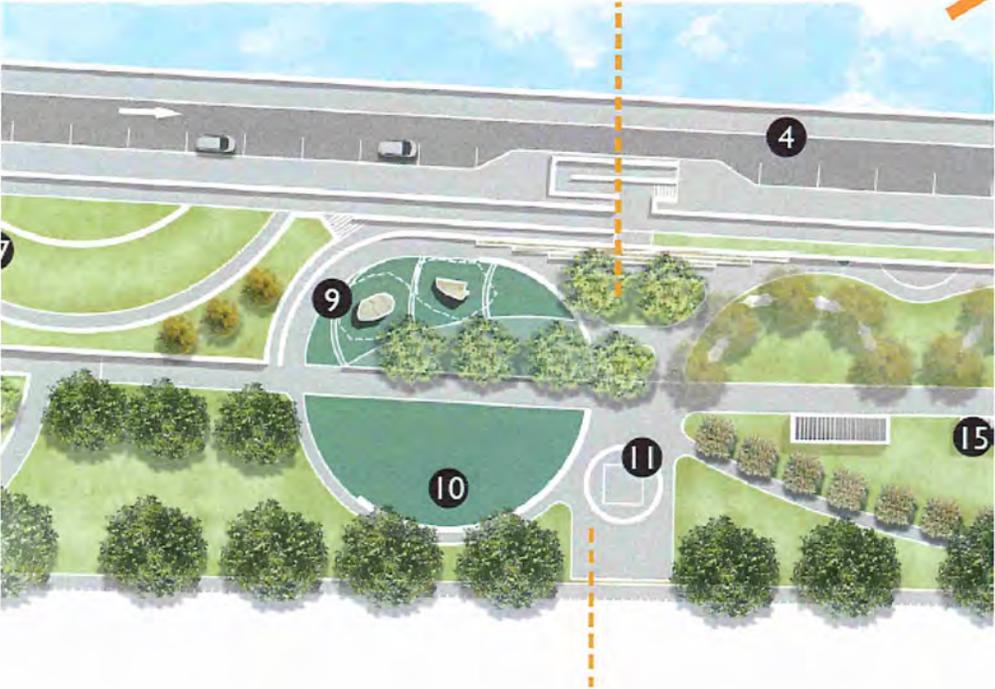


CONCEPT TWO

LEVEE PARK - BOULDER EQUIPMENT PLACEMENT

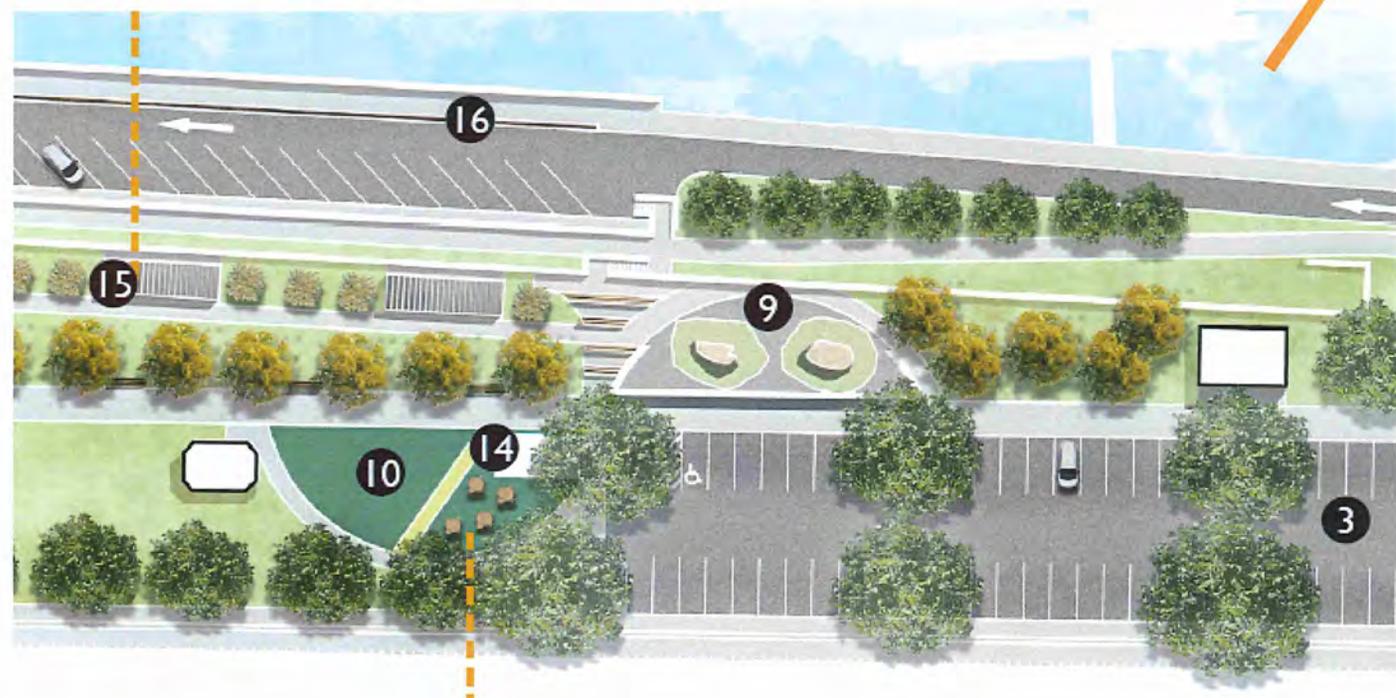
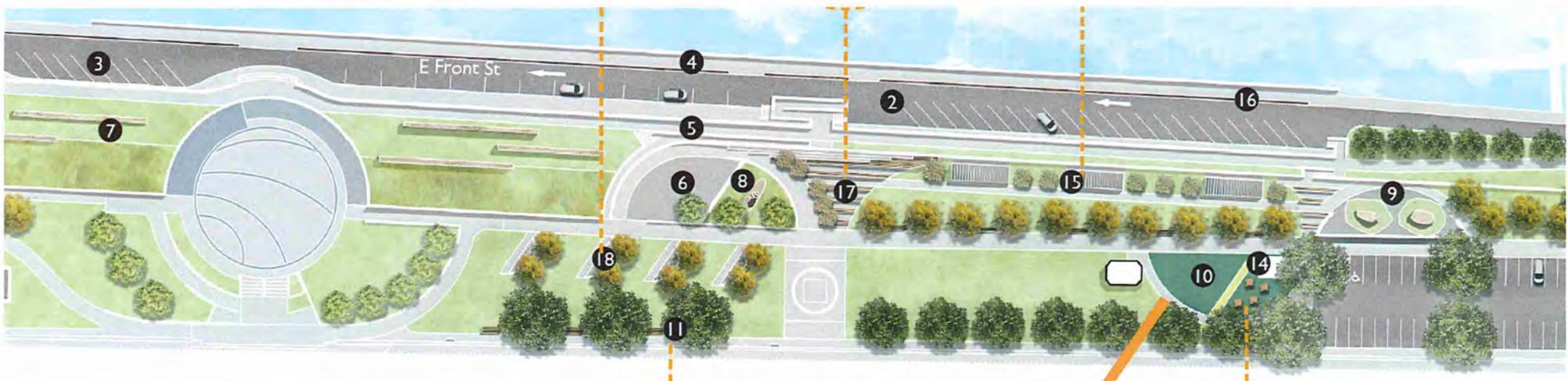


Site Plan



CONCEPT THREE

LEVEE PARK - BOULDER EQUIPMENT PLACEMENT



REQUEST FOR COUNCIL ACTION

| | | |
|---|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Parks and Recreation | 06/15/20 |
| Item: Prairie Island Campground Renovation Project | | |
| No. 5.9 | | |

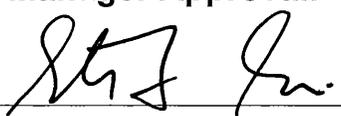
SUMMARY OF REQUESTED ACTION:

The City Council approved the staff recommendation to close Prairie Island Campground to recreational short term camping. The Winona Parks and Recreation Department and Front Porch Management presented the concept of renovating the Campground due to the closure of the recreational camping. The renovation of the Campground would include enhancing the campsites along the river, enhancing the turf within the primitive section, enhancing water runoff to preserve the shoreline, and general landscaping. A diagram of the renovation project is attached for your review.

The Winona Parks and Recreation Department and Front Porch Management recognize that revenue will be less this season and this project will require expenditures. We believe that this renovation project is an opportunity to enhance the Campground when less campers are in the Campground. If we were to complete the project in the future, the removal of campers would need to take place and in turn, future revenue would be lost. Further, Front Porch Management would lead the renovation project under the maintenance terms of the current agreement. The materials and equipment needed for this project are all from local businesses.

Staff is recommending proceeding with the renovations listed above. Staff is recommending the allocation of up to \$60,000.00 from the Facilities Fund to fund the project. Further, staff is recommending that future revenue exceeding the annual budgeted revenue from camping fees be used to pay back the allocation from the Facility Fund.

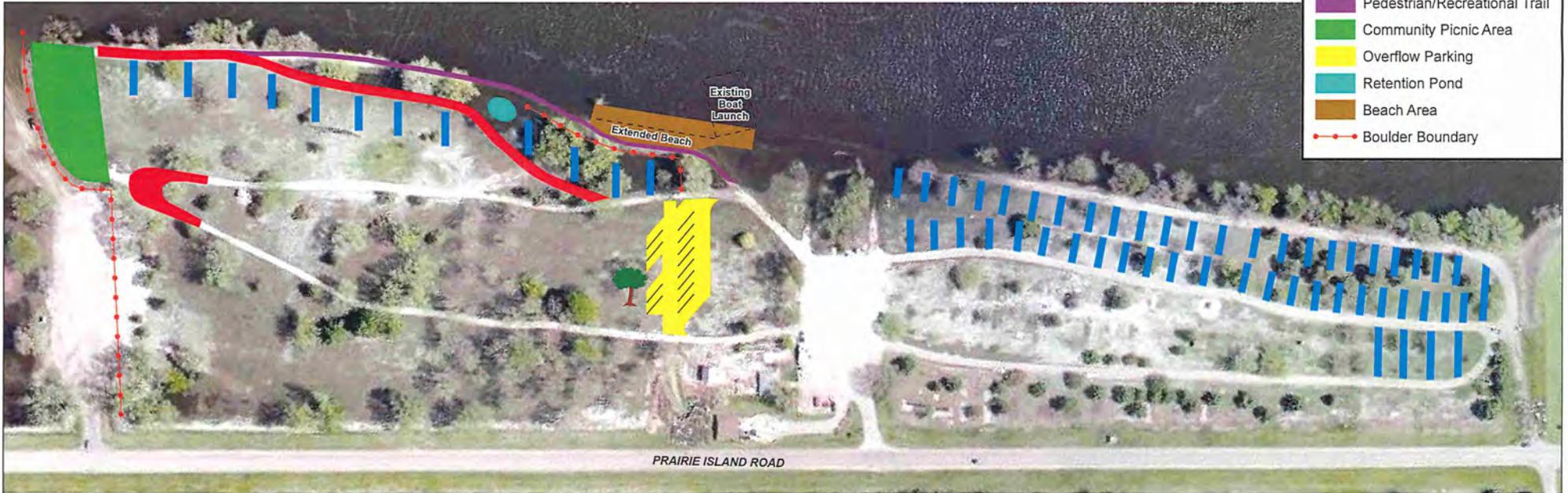
If Council concurs, a motion to proceed with the renovations at Prairie Island Campground and to allocate up to \$60,000 from the Facility Fund would be in order.

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

2020 PRAIRIE ISLAND CAMPGROUND IMPROVEMENTS



| Proposed Improvements | |
|-----------------------|-------------------------------|
| | Road |
| | Gravel Pad |
| | Pedestrian/Recreational Trail |
| | Community Picnic Area |
| | Overflow Parking |
| | Retention Pond |
| | Beach Area |
| | Boulder Boundary |



REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: **7**

City Clerk

06/15/20

Item: **Council Concerns**

No. **7.1**

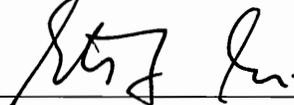
SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:



City Manager Approval:



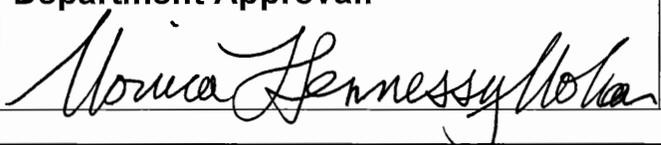
REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> Consent Agenda | <i>Originating Department:</i> | <i>Date:</i> |
| <i>No:</i> 8 | City Clerk | 06/15/20 |

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|------------------------------------|
| <i>Item:</i> Consent Agenda |
| <i>No.</i> 8. |

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – June 1, 2020
Minutes of the June 1, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

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| Department Approval:  | City Manager Approval:  |
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