

Winona City Council Zoom Meeting Access and Procedures

July 6, 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.
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- If using a web cam, be aware of what is in your background.
- If you have headphones, please use them as that will limit background noise.
- Please mute your audio until you wish to speak. Then unmute your audio, and ask the Mayor for permission to talk.



Winona City Council Agenda

Monday, July 6, 2020
 6:30 P.M., Meeting No. 13
 City Council Chambers – City Hall
 3rd Floor - 207 Lafayette Street

Mayor Mark Peterson

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

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

1. Call to Order – Mayor & City Manager’s Comments – Roll Call	
2. Required Public Hearings	
<i>Planning</i>	1. 22839 County Road 17 Comprehensive Plan Amendment Request: Low Density to Urban Residential
3. Petitions, Requests, Communications	
<i>City Clerk</i>	1. Reappointments to the Heritage Preservation Commission
<i>City Clerk</i>	2. Reappointments to the Recreational Waterways Commission
<i>City Clerk</i>	3. Reappointments to the Joint Airport Zoning Board
<i>Engineering</i>	4. License Agreement Request from Chase Hoffman for Building a Handicap Ramp at 151 East 3rd Street
<i>Parks & Recreation</i>	5. Winona Area Youth Hockey Association Report
<i>Parks & Recreation</i>	6. Request for 5K, BK5K
<i>Parks & Recreation</i>	7. Winona Area Mountain Bikers Donation
<i>Police</i>	8. Restructure of the Winona Police Department
4. Unfinished Business	
5. New Business	
<i>Community Development</i>	1. City of Winona-Downtown Revolving Loan Fund
<i>Planning</i>	2. Final Plat – Target Lake Park Retail Subdivision
<i>Planning</i>	3. Old Wagon Bridge HPC Grant Application
<i>City Clerk</i>	4. Appointment of Election Judges for 2020 Primary and General Elections
<i>Public Works</i>	5. Fastenal Stipulation
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 15, 2020
<i>City Clerk</i>	2. Claim against the City by Matt Loos
<i>City Clerk</i>	3. Claim against the City by John Pampuch
9. Adjournment	

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Required Public Hearings	<i>Originating Department:</i>	<i>Date:</i>
<i>No:</i> 2	Planning	7/6/20

Item: 22839 County Road 17 Comprehensive Plan Amendment Request: Low Density to Urban Residential

No. 2.1

Bradford Development has submitted an updated request for the senior CO-OP project on three acres of land at 22839 County Road 17. The updated request proposes *up to* 36 units and a building height of three stories instead of four.

Due to the reduction of building height to three stories, Bradford Development is again requesting to change the Comprehensive Plan land use designation from Low Density to Urban Residential to facilitate the project. Although "Urban Residential" is a misnomer for the property at 22839 County Road 17, this is the only Comprehensive Plan land use designation that would support the project. On May 26th, the Planning Commission discussed the "Urban Residential" designation. There was general consensus that when the Comprehensive Plan is updated (currently planned for 2021-2022), a new land use designation should be discussed that would facilitate suburban multi-family residential projects such as this.

If approved, construction of the CO-OP would still be subject to multiple additional approvals including annexation, application of R-3 zoning, preliminary and final plats, and site plan review.

On June 8th, the Planning Commission had a split vote (4-4) on the updated request. Draft minutes of the meeting are provided in Attachment C.

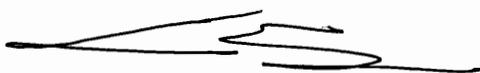
Should Council support the request, staff would recommend the following conditions:

1. All land use, zoning, subdivision, and site plan approvals to construct a three story CO-OP senior living facility with up to 36 units shall be obtained by June 2021; and
2. If the above condition is not met, the Comprehensive Plan Change shall be null and void.

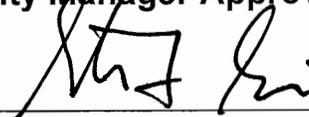
In consideration of this matter, the following alternatives are available to Council:

1. Approve the request and recommended conditions. Under this option, a motion to introduce the attached resolution of approval would be in order. A supermajority of five votes is required.

Department Approval:



City Manager Approval:



22839 County Road 17 Comprehensive Plan Amendment Request – Low Density to Urban Residential

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2. Deny the request. Under this option, Council will need to state on the record findings supporting the denial of the request, and a motion should be made to postpone further consideration and direct staff to bring proposed findings denying the amendment to the next meeting.
3. Table the item to allow staff additional time to answer any outstanding questions.

Attachments:

- A) Resolution recommending approval of the requested amendment
- B) Planning Commission report
- C) Planning Commission minutes 6/8/20
- D) Written public testimony related to request

RESOLUTION

WHEREAS, the City of Winona adopted a Comprehensive Plan in 2007 to establish a vision for development in the City of Winona over a period of 10 to 15 years; and

WHEREAS, the Comprehensive Plan contains a series of recommendations in several areas including land use, economic development, environment, housing and transportation; and

WHEREAS, the 2007 Comprehensive Plan designated the real property described in Exhibit A adjacent to 22839 County Road 17 as Low Density; and

WHEREAS, Bradford Development submitted a petition requesting that the Comprehensive Plan be amended to designate the real property described in Exhibit A as Urban Residential; and

WHEREAS, the City of Winona Planning Commission held a public hearing regarding the request for a Comprehensive Plan amendment on June 8, 2020; and

WHEREAS, the Winona City Planning Commission voted 4-4 on the request to change the designation of the real property described in Exhibit A from Low Density to Urban Residential; and

WHEREAS, the Planning Commission's 4-4 vote failed to pass the request, which constitutes a recommendation of denial; and

WHEREAS, the Winona City Council held a public hearing regarding the request for a Comprehensive Plan amendment on July 6, 2020; and

WHEREAS, section 43.06.44 B) 5) of the City of Winona City Code states that the City Council shall give reasons for its decision; and

WHEREAS, section 43.06.13 E) 1) of the City of Winona City Code requires applications conform with the Unified Development Code Application Manual; and

WHEREAS, the City of Winona's Unified Development Code Application Manual requires Comprehensive Plan Map Amendment applications to address the criteria noted on the application; and

WHEREAS, the Comprehensive Plan Map Amendment Application states that the criteria to be considered by the City Council are the following:

- a) The amendment is consistent with the policies and objectives of the Comprehensive Plan;
- b) The amendment is being requested due to changes which have occurred since adoption of the Comprehensive Plan; and
- c) The amendment will not have an undue impact on the health, safety, or welfare of the community.

NOW THEREFORE LET IT BE RESOLVED by the City Council of the City of Winona, Minnesota, makes the following Findings with respect to the above-referenced criteria:

- 1) The amendment facilitates residential development, which meets the current and future needs of Winona's population in accordance with the Housing Section of the Comprehensive Plan.
- 2) Since adoption of the 2007 Comprehensive Plan, sewer and water utilities were installed adjacent to the subject property.
- 3) The potential uses supported by Urban Residential designation will be buffered from existing single-family homes by a 250' buffer that supports future low-density residential development; and

BE IT FURTHER RESOLVED by the City Council of the City of Winona, Minnesota, that the City Council hereby approves the requested amendment to the 2007 Comprehensive Plan to designate the real property described in Exhibit A as Urban Residential, subject to the following conditions:

- 1) All land use, zoning, subdivision, and site plan approvals to construct a three story CO-OP senior living facility with up to 36 units shall be obtained by June 2021; and
- 2) If the above condition is not met, the Comprehensive Plan Change shall be null and void.

Dated this _____ day of _____, 2020.

Mark Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

Legal Description

That part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 106, Range 7, Winona County, Minnesota, described as follows:

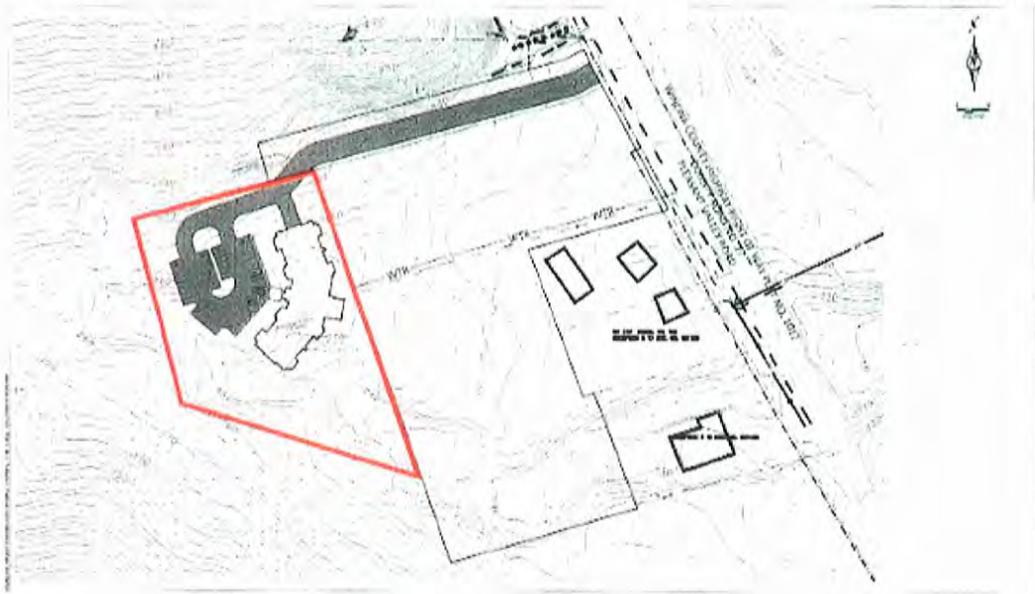
Commencing at the southeast corner of said Section 1; thence South 89 degrees 10 minutes 09 seconds West, oriented with the Winona County Coordinate System, NAD 1983 (1996 adjustment), along the south line of the Southeast Quarter of said Section 1, a distance of 2515.00 feet; thence South 26 degrees 24 minutes 51 seconds East, 55.50 feet; thence North 73 degrees 35 minutes 09 seconds East, 224.32 feet; thence North 20 degrees 12 minutes 51 seconds West, 197.28 feet; thence South 74 degrees 00 minutes 09 seconds West, 19.22 feet; thence North 19 degrees 59 minutes 51 seconds West, 250.00 feet; thence North 74 degrees 00 minutes 09 seconds East, 232.85 feet to the westerly line of Winona County Highway Right of Way Plat No. 1017, according to the recorded plat thereof, said Winona County; thence northerly along said westerly line, 290.14 feet along the arc of a non-tangential curve, concave easterly, having a radius of 17238.73 feet and a central angle of 00 degrees 57 minutes 52 seconds, the chord of said curve bears North 27 degrees 40 minutes 42 seconds West and measures 290.13 feet; thence South 62 degrees 38 minutes 58 seconds West, 36.73 feet; thence South 74 degrees 50 minutes 42 seconds West, 509.19 feet; thence South 15 degrees 09 minutes 18 seconds East, 66.00 feet; thence North 74 degrees 50 minutes 42 seconds East, 75.00 feet to the point of beginning of the land to be described; thence South 74 degrees 50 minutes 42 seconds West, 75.00 feet; thence South 74 degrees 47 minutes 22 seconds West, 228.82 feet; thence South 15 degrees 09 minutes 01 seconds East, 305.02 feet; thence South 72 degrees 55 minutes 12 seconds East, 402.31 feet; thence North 19 degrees 10 minutes 00 seconds West, 521.11 feet to the point of beginning.

EXHIBIT B

Reference Maps

Bradford Development
Winona, Minnesota

Concept Plan 3
February 2020 **BOLTON & MENK**



PLANNING COMMISSION
AGENDA ITEM: 4. Public Hearing – Comprehensive Plan Amendment Request - Low Density to Urban Residential at 22839 County Road 17
PREPARED BY: Carlos Espinosa
DATE: June 8, 2020

INTRODUCTION

The Commission last reviewed a similar Comprehensive Plan Amendment request for the same piece of property on April 13th. At that time, the amendment related to a four-story 36-unit CO-OP building. Following Commission review and approval, the City Council reviewed the item on May 4th. The Council denied the request citing concerns about density, scale, lack of connectivity, and planned and orderly development.

In response, Bradford Development has proposed to reduce the height of the structure from four to three stories and construct a maximum of 36 units. Removing a floor from the building constitutes a material change to the application. As a result, the new application is required to be heard by the Commission before proceeding to Council.

In accordance, Bradford Development is proposing to develop a maximum 36 unit CO-OP senior living (Age 62+) facility at 22839 County Road 17. The three acre subject property is across County Road 17 from the main entrance to the Bridges Golf Course. The property is currently in Wilson Township. In order to proceed, Bradford Development is seeking to re-designate the subject property from Low Density to Urban Residential.

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4. PUBLIC HEARING – COMP PLAN AMENDMENT REQUEST - LOW DENSITY TO URBAN
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The owner of the property is Mitchell Bublitz. Mr. Bublitz has submitted a petition to annex the subject property along with an additional six acres of land into the City of Winona. In addition to this agenda item, the proposed development will require annexation of Mr. Bublitz's property and approval of the following to proceed:

1. Zoning – application of the R-3 zoning district
2. Potential Variance – to building height requirements
3. Preliminary Plat
4. Final Plat
5. Site Plan

In accordance, this request is just one of the first steps in the public review process. At this time, the role of the Commission is to review the proposal in consideration of the Comprehensive Plan amendment criteria discussed on pages 5-7. Staff would recommend the following conditions for any approval action:

Recommended Conditions:

1. All land use, zoning, subdivision, and site plan approvals to construct a three story CO-OP senior living facility with up to 36 units shall be obtained by June 2021.

PLANNING COMMISSION

**4. PUBLIC HEARING – COMP PLAN AMENDMENT REQUEST - LOW DENSITY TO URBAN RESIDENTIAL
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2. If the above condition is not met, the Comprehensive Plan Change shall be null and void.

The format for this item is the following:

- A. Chair shall state the case to be heard.
- B. Chair shall ask the applicant to present his/her case.
- C. Chair shall call on the City Planner, to present staff comments.
- D. The hearing shall be opened and interested persons, upon giving their name and address, are invited to speak to the Commission. Following recognition by the Chair, Commission members may ask questions of persons addressing the Commission in order to clarify facts. Any statement by a member, other than to question, may be ruled out of order.
- E. After all new facts and information have been brought forth, the hearing shall be closed, and interested persons shall not be heard again unless the hearing is reopened and unless all interested parties shall be allowed to be heard again. Upon completion of the hearing, the Commission shall discuss the item at hand and render a decision or recommendation.

BASE DATA

Petitioner: Bradford Development

Property Owner: Mitchell Publitz

Location: 22839 Co. Rd. 17

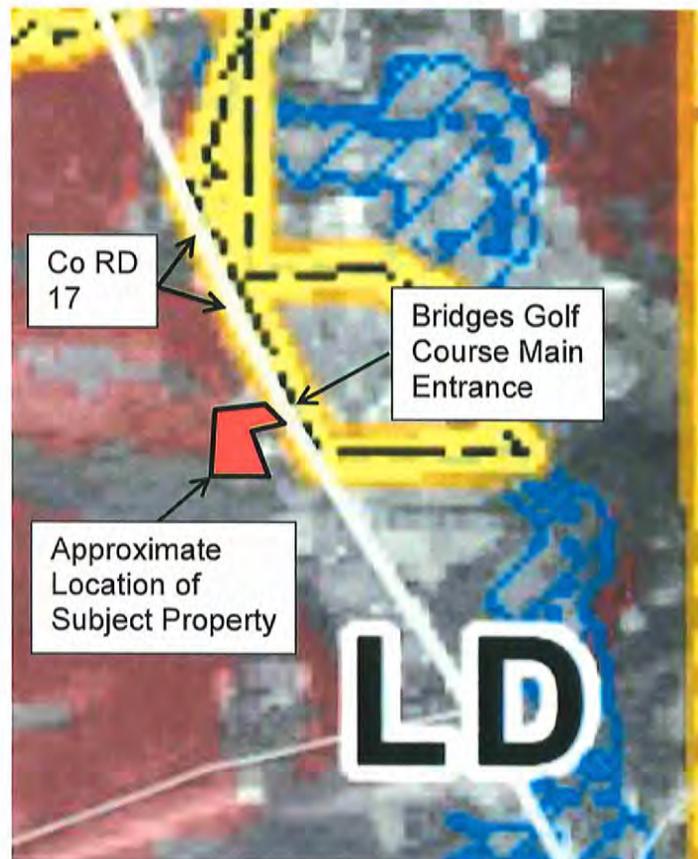
Area: Approximately 3 acres

Existing Land Use Designation: Low Density

LD - Low Density	
Will be located in the City's Urban Expansion area as well as many existing hilltop and valley locations in the southern part of the City where steep slopes and other constraints limit densities.	May require conservation development in areas with steep slopes and other sensitive natural resources. Densities will be determined based on <u>buildable</u> land, not parcel size.

Requested Designation: Urban Residential

Urban Residential (High Density)	
Existing and potential high-density residential buildings, including student housing areas, live-work development, and limited retail and service. Housing types include: <ul style="list-style-type: none">• Multi-family• Senior housing (typically hi-rise)• Attached housing	<ul style="list-style-type: none">• Should be well-connected to parks, open space, shopping and services• Design appropriate transitions to existing neighborhoods



ANALYSIS

The following criteria should serve as guidance for assessing the request to amend the Comprehensive Plan.

1) The amendment is consistent with the policies and objectives of the Comprehensive Plan.

Land Use Section

As noted above, the Comprehensive Plan designates the subject property as Low Density. However, the subject property is located in what the Comprehensive Plan defines as the “Urban Expansion Area.” According to the Plan, the Future Land Use Plan “depicts proposed land uses within city boundaries,” while the Urban Expansion Area “presents a more conceptual plan for long-range growth outside those boundaries” (See Attachments A and B). Thus, although the requested Urban Residential Land Use designation is a significant departure from the “Low Density” category, it would appear the plan intends for more flexibility in the Urban Expansion Area (where the subject property is located).

Housing Section

The Housing Section of the Comprehensive Plan establishes a goal of a “balanced housing supply” through “Plan[ing] for a housing supply that meets the current and future needs of all demographic and socioeconomic sectors of the population.” The Plan continues with an objective to “Assess the future needs for housing in Winona, including the large “baby boom” population segment.” In accordance, the proposed senior CO-OP fulfills this objective.

2) The amendments are being requested due to changes which have occurred since adoption of the 2007 Comprehensive Plan.

Since adoption of the Comprehensive Plan in 2007, sewer and water utilities were extended past the subject property in 2008. The lines were extended from the Treetops area south along County Road 17 to reach the Cobblestone Subdivision. In addition to providing City sewer and water service for Cobblestone, it was anticipated that the mains could provide service for existing properties and help facilitate new development.

In addition, the City completed its most recent housing study in 2016. The study projected an unmet demand of 42 “Active Adult Owner Occupied” housing units in 2016, and 44 units in 2031. In addition, the developer did an independent study which also showed demand for this housing type. Importantly, recent multifamily housing developments (e.g. Main Square; Bluffview Estates on Mankato Ave, etc) are *rental*

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units that are not in the same category as Owner-Occupied/Cooperative Housing units. As a result, despite recent multi-family housing developments in Winona, it appears that demand will continue to be strong into the future for the CO-OP units proposed by Bradford Development.

3) The amendment will not have an undue impact on the health, safety, or welfare of the community.

The proposed Urban Residential land use designation is surrounded by existing low density or undeveloped properties. In accordance, the proposed multi-unit residential building is not in character with the density of surrounding area. However, the impact of the use will be buffered in the short term by an undeveloped area between the subject property and existing houses on County Road 17:



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

On other side of the subject property is undeveloped land with relatively steep slopes which makes future development unlikely.

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4. PUBLIC HEARING – COMP PLAN AMENDMENT REQUEST - LOW DENSITY TO URBAN RESIDENTIAL
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Overall, staff sees the setting for proposed CO-OP development as somewhat similar to the 49 unit Winona Arms apartment building in Knopp Valley. Although the building is high density, it is part of a surrounding neighborhood which includes single-family homes, townhomes, and a church:



ACTIONS

In consideration of this matter, the following actions are available:

1. Recommend approval of the request. As noted previously, staff recommends that approval action contain the following conditions:
 - i. All land use, zoning, subdivision, and site plan approvals to construct a three story CO-OP senior living facility with up to 36 units shall be obtained by June 2021.
 - ii. If the above condition is not met, the Comprehensive Plan Change shall be null and void.

In this case, a motion to approve the conditions and adopt the analysis above as the findings of the Commission would be in order.

PLANNING COMMISSION

**4. PUBLIC HEARING – COMP PLAN AMENDMENT REQUEST - LOW DENSITY TO URBAN
RESIDENTIAL**

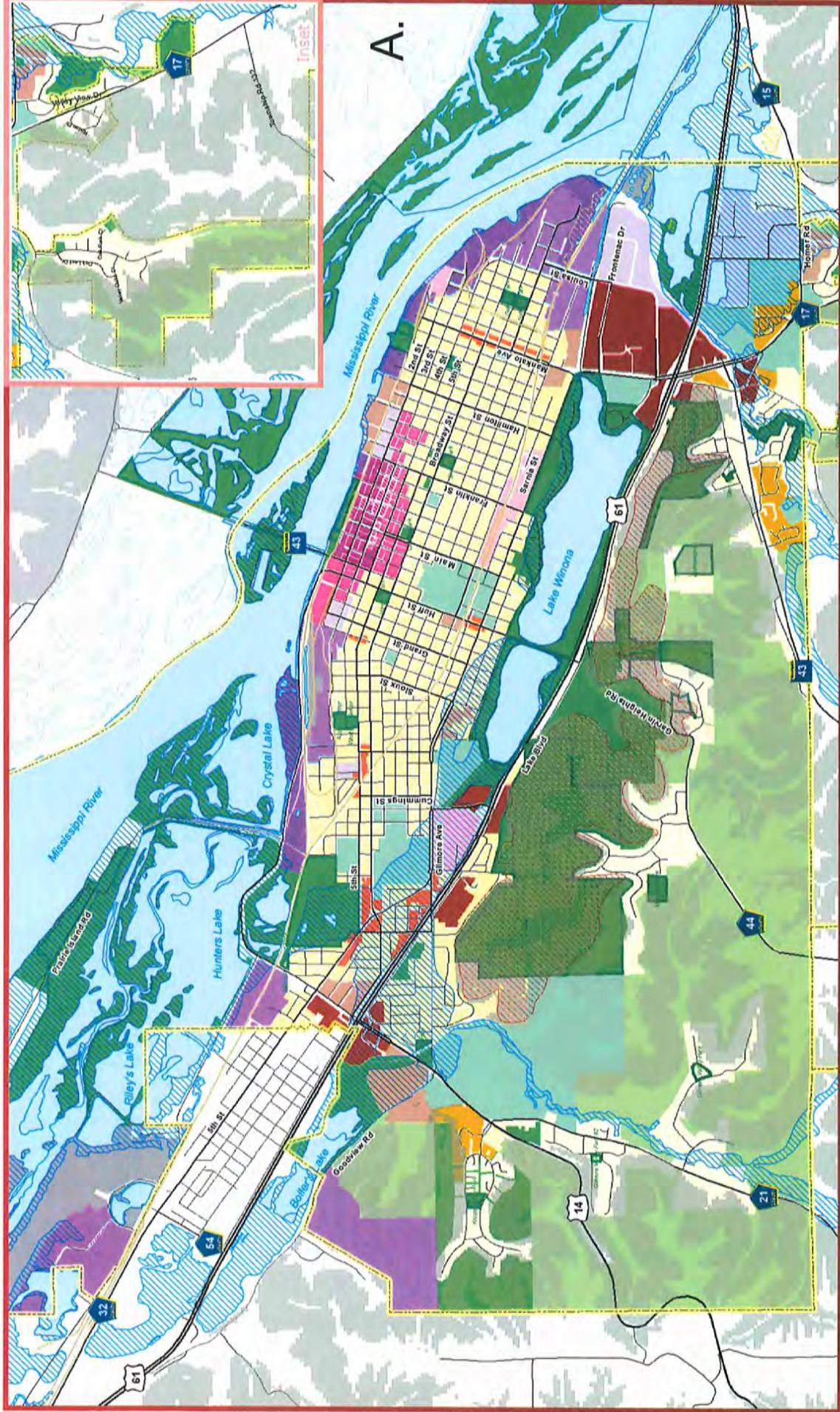
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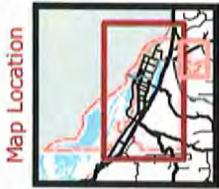
2. Recommend denial of the request. If denial is recommended, specific reasons should be given. These reasons should relate to the analysis above or the general public health, safety, and welfare. In this case, a motion should be made to direct staff to bring a resolution of denial to the next meeting.
3. Recommend tabling the request.

ATTACHMENTS

- A. Future Land Use Plan
- B. Urban Expansion Area



See Inset Above

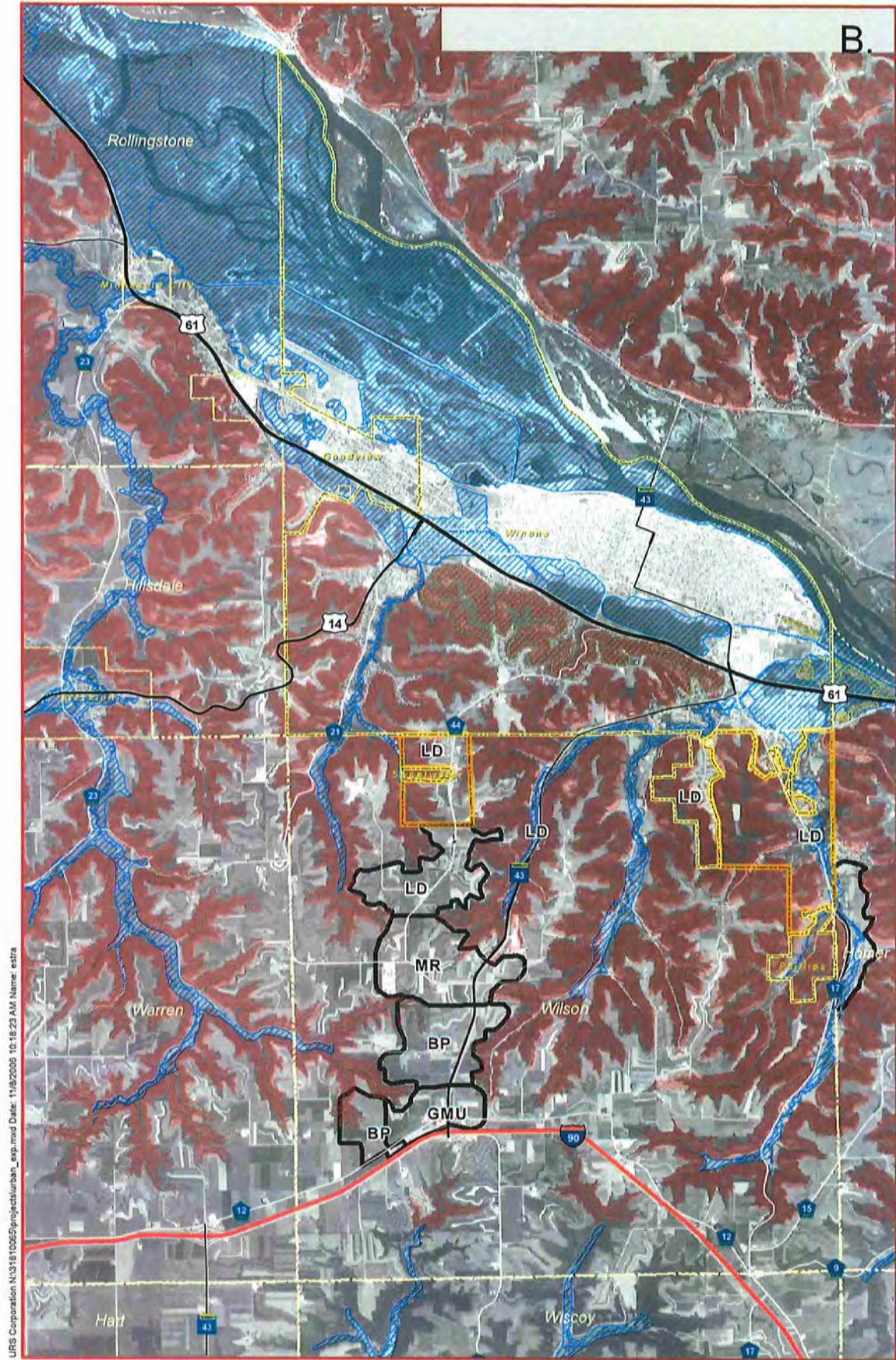


Data Sources: URS

Land Uses		Sensitive Resources Overlay	
	Downtown Mixed Use		Wetlands
	Downtown Fringe		High Quality Native Plant Communities
	Neighborhood Commercial		100 year floodplain
	General Commercial		Slopes > 30%
	Limited Industrial		Historic Resources Overlay
	General Industrial		Historic District
	Industrial Riverfront		Mixed Residential
	General Mixed Use		Urban Residential
	Transportation and Utilities		Public and Open Space
	Limited Residential		Semi-Public/Institutional/Education
	Low Density Residential		Recreational Riverfront
	Traditional Neighborhood		Park

Figure 2
Future Land Use Plan
 June 2007

0 0.5 Miles



B.



Data Sources: City of Winona, MnDOT, MnDNR

- Proposed Land Use**
- LD** Low Density Residential
 - MR** Mixed Residential
 - BP** Business Park
 - GMU** General Mixed Use
 - Orderly Annexation Areas
 - Slope > 30
 - Wetlands
 - High Quality Native Plant Communities
 - 100 year floodplain

Figure 3
Proposed Land Use Plan,
Urban Expansion Area

June 2007



PLANNING COMMISSION MINUTES

C)

DATE: June 8, 2020

TIME: 4:30 p.m.

PRESENT: Chairman Buelow, Commissioners Hahn, Ballard, Olson, Marks, Hall, Paddock, and Shortridge

ABSENT: Commissioner Boettcher

STAFF PRESENT: City Planner Carlos Espinosa, Assistant City Planner Luke Sims, and Director of Community Development Lucy McMartin

The meeting was called to order at 4:30 p.m. by Chairman Buelow.

Approval of Minutes – May 26, 2020

The minutes from the Planning Commission meeting of May 26, 2020 were reviewed. Commissioner Olson moved to approve the minutes. Commissioner Hahn seconded the motion and the minutes were approved unanimously via roll call vote (roll call vote sheet attached to these minutes as Appendix A).

Public Hearing – Final Plat of Target Lake Park Retail Subdivision

Mr. Sims provided an overview of the proposed subdivision which will house a new Burger King Restaurant in space currently operated as a parking lot for Target. Mr. Sims noted that the applicant has undergone the variance process for the extant Target sign which will remain on the newly created lot as an off-premise sign and recommended that the Planning Commission include a condition that there be an access easement recorded with Target to allow access to the property.

Applicant, John Kayser, of CAVE Enterprises Operations LLC spoke about the project, noting that the applicant has an easement drafted and ready to be recorded when the subdivision is approved.

Chairman Buelow opened the public hearing.

No member of the public coming forward to speak, the public hearing was closed.

Commissioner Olson moved to recommend approval of the subdivision. Commissioner Hahn seconded the motion. The motion was approved unanimously via roll call vote (roll call vote sheet attached to these minutes as Appendix A).

Public Hearing – Comprehensive Plan Amendment Request – Low Density to Urban Residential at 22839 County Road 17

Mr. Espinosa provided an overview of the proposed project coming before the Commission and its substantive change from four floors to three as compared to the

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previous application heard by the Commission and City Council earlier in the year. The same proposed change from Low Density to Urban Residential is requested by the applicant for purposes of a co-op living facility.

Melissa Nelson spoke on behalf of the applicant, noting the change in the proposal and the continued desire of the applicant to be in the Winona Community and market, highlighting the demonstrated demand that the proposal has revealed in the market.

Chairman Buelow asked if the first floor would still remain parking. Ms. Nelson responded that this was correct. Commissioner Shortridge asked if the parking would be dug-in or under the three floors. Ms. Nelson responded that it would be dug-in in the rear.

Commissioner Paddock asked why the building was being set back 500 feet from County Road 17. Ms. Nelson responded that the goal, as expressed to her by City staff, was to provide a buffer of lower density easing into higher density development. Commissioner Shortridge asked to clarify that the buffer would be higher density. Ms. Nelson responded that just the co-op would be high density.

Chairman Buelow opened the public hearing.

Jim Vrchota, 1406 Highland Drive and the chair of the Housing Task Force came forward to speak about the demonstrated need the community has for housing. He mentioned that he supported the project and asked the Commission to do so.

Jerry Pappenfuss, 225 Main Street, came forward to speak and mentioned that he supported the change to the Comprehensive Plan to support the project.

Alison Plemmons, 23171 County Road 17, came forward to ask why the proposal was only for three acres when there is a much larger portion of land in that location. Mr. Espinosa responded that the Comprehensive Plan Map Amendment relates only to the three acres being proposed for use by the applicant.

Leon Bowman, 22827 Garvin Heights Road and Chair of the Wilson Township Board, came forward to speak and mentioned that this was another example of the City of Winona jumping into the Township again. He noted that this was pushing too far into the Township when the project could be done elsewhere and he recommended that it should be done elsewhere.

Mike Littrell, 23273 Blackberry Road, came forward to voice his opposition to the project and asked if there were any plans for a park, sidewalks, and other amenities for the potential tenants of the project. He noted that there were better places elsewhere for a high density housing development.

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Alison Plemmons returned to speak and asked what would be in the 500-foot setback of the property between the building and the road. Mr. Espinosa responded that sidewalks would be recommended when the site plan came forward.

No further members of the public coming forward to speak, the public hearing was closed.

Commissioner Marks noted that Commissioner Boettcher was having issues joining the meeting and wanted that communicated to the Commission.

Commissioner Olson moved to approve to approve the application as presented. Commissioner Hall seconded the motion.

Commissioner Shortridge asked City staff to confirm the concerns from the City Council when this was last heard. Mr. Espinosa mentioned that the City Council had concerns regarding the lack of connectivity to surrounding amenities and other higher-density locations and the same concern with its height and relative unproportionality in comparison to the surrounding area.

Commissioner Shortridge mentioned that this does not appear to be growth in an orderly fashion and wondered if annexation should come first.

Chairman Buelow noted that the issue of sidewalks and connectivity is a valid concern.

Commissioner Paddock mentioned that he was concerned over the distance from every other area, not much else was being developed in the area, and had a concern about the nature of the surrounding area ecologically as well.

Commissioner Shortridge returned to the concerns about the site not being urban residential and that this was an attempt to call it something that it isn't. He mentioned that it is an attempt to say something fits when it clearly doesn't.

Ms. McMartin spoke to remind the Commission that the Comprehensive Plan is 13 years old at this point and that City staff had worked with the developer to find an adequate site for their product and to address the items in the Comprehensive Plan. She reminded the Commission that this would be \$11 million in development, free up single-family homes elsewhere in the city, and that other sites in the community were not suitable.

Commissioner Olson mentioned that this housing type is needed in Winona. He also mentioned that he hopes similar projects take off someplace else but right now it appears that the projects can only go out to the valleys and into Wilson Township.

No further comments forthcoming, the Commission voted on the motion at hand via roll call vote. The motion failed 4-4. (Roll call vote sheet attached to these minutes as Appendix A).

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Adjournment

On a motion from Commissioner Olson and second by Commissioner Hahn, the Commission unanimously voted in favor of adjournment via roll call vote (Roll call vote sheet attached to these minutes as Appendix A).

Luke Sims
Assistant City Planner

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**APPENDIX A
 Roll Call Vote Sheet**

NAME	Approval of Minutes from May 26, 2020	Motion to Approve Final Plat for Target Lake Park Retail Subdivision	Motion to Approve Comprehensive Plan Map Amendment at 22839 County Road 17	Motion to Adjourn the Meeting
Brad Ballard	Aye	Aye	Aye	Aye
Dale Boettcher	Absent	Absent	Absent	Absent
Brian Buelow	Aye	Aye	Aye	Aye
Ed Hahn	Aye	Aye	Nay	Aye
Dan Hall	Aye	Aye	Aye	Aye
Lavern Olson	Aye	Aye	Aye	Aye
Amy Jo Marks	Aye	Aye	Nay	Aye
Todd Paddock	Aye	Aye	Nay	Aye
Peter Shortridge	Aye	Aye	Nay	Aye

D)

From: Florinus Kooyman [mailto:fkooyman@gmail.com]

Sent: Monday, June 29, 2020 2:20 PM

To: Mark Peterson; thurley@ci.winona.mn.us; Eileen Moeller; Pamela Eyden; borz@charter.net; Paul Schollmeier; Michelle Alexander

Cc: Stephen T. Sarvi; Carlos Espinosa; Melissa Nelson

Subject: [External] Proposed Cedar Brook senior co-op development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Forward to the IT Coordinator if you suspect email is of malicious behavior.

To: Winona City Council members

Cc: City Manager, City Planner, Bradford Development

We (my wife and I) are writing in support of the senior co-op project proposed by Bradford Development that is on the July 6 meeting agenda of the City Council.

We are on the reservation list for this co-op. We want to move to Winona because it is an active community with great educational, social, and recreational opportunities, good medical services, and outstanding natural beauty. We want to be part of a community that we help support with our property taxes and spending, rather than live in some walled-off senior development in Arizona or Florida.

The senior co-op concept is a real solution for seniors like us because it offers maintenance-free home ownership along with a built-in social network. Together, we and our fellow co-op owners can take pride in our communal home and keep it in top condition.

The proposed Cedar Brook location is attractive to us precisely because it is in a semi-rural setting with little traffic and amazing scenery. We do not need sidewalks or protected road shoulders around this site and we do not need to live closer to the Winona core area - if we want to go shopping or walk in a park we can drive there in a few minutes. Should we live long enough that we can no longer drive, then we will move to an apartment or assisted living home in the Winona core.

Of course a three-story building will have some visual impact, but it will be 500 feet from County 17 and will not arise from flat grassland. Existing homes and trees should mask the view from the main road to a considerable extent.

We urge you to vote in favor of this project. Thank you for your attention.

Florinus and Shirley Kooyman
4520 Terraceview Lane N
Plymouth, MN 55446
651-283-0223

Michael W. S. Littrell
Laurel A. Littrell
23273 Blackberry Rd
Winona MN 55987
mikewlittrell@gmail.com
laurellittrell@gmail.com
(507) 474-4708 (Home)
(507) 459-4374 (cell)
(507) 459-3862 (cell)

June 29, 2020

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

Dear Mr. Espinosa,

We are writing this letter to express our strong opposition to the proposed change in the land use designation from low density to urban residential for the 3 acre parcel of land in Wilson Township along County Road 17.

The high density urban residential land use designation obviously does not fit or apply to this piece of rural property in Wilson Township at the foot of the bluffs. There are no sidewalks, public parks or shopping within walking distance. At a recent meeting, a city council member made a remark about how we would be complaining even more if they were trying to build a strip mall along county road 17 and he was 100% correct. We don't want a 3 story housing complex (paid for in large part with our taxes). We don't want strip malls. This is why those of us that live in this beautiful part of Wilson Township moved here and did not move to downtown Winona or Knopp Valley where the Winona Arms building is located. Sidewalks would be welcomed but there are no plans to put in sidewalks. The shoulder on County Road 17 is not safe for seniors to be walking on. Vehicles are often going 55 mph and, I am told, there are thousands and thousands of cars a day on that stretch of County Road 17.

At that same meeting, someone also made a comment about there being plenty of open spaces around there, similar to a park. This is, of course, laughable. The state of the surrounding property is an eyesore and dangerous. All the trees were bulldozed and pushed into huge piles (they weren't logged or cleared) and, as far as I know, there were no subsequent native plantings to fight erosion or plan to keep the bittersweet and buckthorn from completely overtaking the

area. Seniors are not going to be climbing over the unsightly piles of brush and large tree trunks. Comments were also made about the huge amount of money that this would mean for Winona. That seems to really be what this is about. Rather than undertake thoughtful planning about where and when Winona City expansion should occur, this seems like a haphazard approach where you take whatever comes along without consideration of the surrounding environment, wildlife, or rural residents in the area. How about truly revitalizing and further beautifying the river front? If Winona made that riverfront area beautiful and desirable, people would flock to the area, an area where there are sidewalks, shopping, restaurants, museums and medical clinics.

In summary, we would like to express our strong opposition for re-designating this 3 acre parcel of land along County Road 17 from low density rural to high density urban residential, a designation that this property in no way fulfills. Please help to preserve the natural beauty of this area and let the residents of Wilson Township decide for themselves if they want to live in a "Winona Arms" Knopp Valley kind of neighborhood. Just because it has been done before, doesn't mean it should be done here in Wilson Township.

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

Sincerely,

Michael W. S. Littrell

Laurel A. Littrell

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 07/06/20
<i>No:</i> 3		

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

No. **3.1**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark F. Peterson.

July 6, 2020

City Council
City Hall
Winona, MN 55987

Dear Councilmembers:

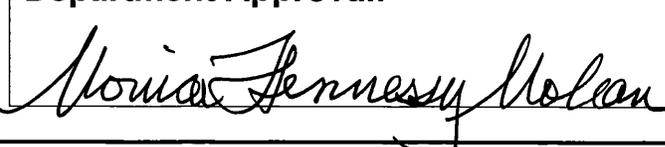
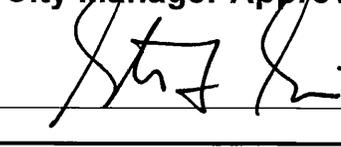
This letter is to advise that I am this date reappointing Connie Dretske and Innes Henderson to serve on the Heritage Preservation Commission. Their terms would be effective July 17, 2020 and expire on July 17, 2023.

I trust that you will confirm these reappointments.

Sincerely,



Mark F. Peterson
Mayor

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 07/06/20
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Item: **Reappointments to the Recreational Waterways Commission**

No. **3.2**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark Peterson, which is self explanatory.

July 6, 2020

City Council
City Hall
207 Lafayette Street
Winona, MN 55987

Dear Council Members:

This letter is to advise that I am this date reappointing Torry Moore and Adam Peterson to serve on the Recreational Waterways Commission. Their terms would be effective July 22, 2020 through July 22, 2023.

I trust that you will approve these appointments.

Sincerely,



Mark F. Peterson
Mayor

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> City Clerk	<i>Date:</i> 07/06/20
<i>No:</i> 3		

Item: **Reappointments to the Joint Airport Zoning Board**

No. **3.3**

SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Mark F. Peterson, which is self explanatory.

July 6, 2020

City Council
City Hall
207 Lafayette Street
Winona, MN 55987

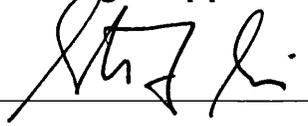
Dear Council Members:

This letter is to advise that I am this date reappointing Allyn Thurley and George Borzyskowski to serve on the Joint Airport Zoning Board. The term for these appointments would be effective July 1, 2020 through July 1, 2022.

I trust that you will approve these appointments.

Sincerely,


Mark F. Peterson
Mayor

Department Approval: 	City Manager Approval: 
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REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Engineering	<i>Date:</i> 7/06/2020
<i>No:</i> 3		

Item: **License Agreement Request from Chase Hoffman for Handicap Ramp at 151 East 3rd Street**

No. **3.4**

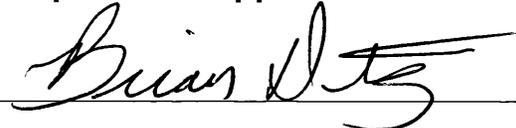
SUMMARY OF REQUESTED ACTION:

Chase Hoffman is requesting a license to allow an encroachment on the Walnut Street side for the business at 151 East 3rd Street. The purpose of the encroachment is to construct a handicap accessible ramp to the building. The ramp will be 5' wide and this will leave 7.0' of accessible walkway on the remaining sidewalk.

The City Engineer recommends approval.

If the Council is in occurrence, a motion to direct administration to execute the attached license agreement between the City of Winona and Chase Hoffman would be in order.

Department Approval:



City Manager Approval:



(Top 3 inches reserved for recording data)

LICENSE AGREEMENT (Access Ramp Encroachment)

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota, 207 Lafayette Street, Winona, Minnesota 55987 (“City” or “Licensor”); and Walnut Corner LLC., a limited liability company under the laws of the State of Minnesota, 853 East Belleview Street, Apt. 107, Winona, Minnesota 55987, (“Licensee”), (City and Licensee are referred to herein collectively as the “parties”).

RECITALS:

WHEREAS, Licensee is the owner of the real property located at 151 East Third Street in the City of Winona, Minnesota, which real property is legally described as follows:

The Westerly 36 feet of Lot Five (5), in Block Twenty-four (24), of the Original Plat of Winona, according to the accepted Plat thereof on file and of record in the office of the Register of Deeds in and for Winona County, Minnesota.;

(hereinafter referred to as the “Property”); and

WHEREAS, the Licensor is the owner of a Third Street right-of-way and City sidewalk and boulevard located adjacent to the Property (hereinafter referred to as the “Right of Way Area”); and

WHEREAS, the Licensee desires to construct two handicap access ramps and repair areas of sidewalk adjacent to Property on the Right of Way Area (the “Improvements”), which handicap access ramps will encroach in Licensor’s Right of Way Area; and

WHEREAS, the Licensee desires a license from Licensor authorizing Licensee’s limited use of the Right of Way Area for the above-mentioned repairs and installation of two handicap access ramps encroachment; and

WHEREAS, a sketch/schematic of the location of the Improvements describing and depicting the dimensions and location of the repairs and the two handicap access ramps

encroachment within the Right of Way Area is provided in Exhibit A, which is attached hereto and incorporated herein by reference (the “Licensed Premises”); and

WHEREAS, the Licensee has requested that the Licensor permit the repairs and the installation of two handicap access ramps encroachment and the Licensor is willing to permit said encroachment as described and depicted in Exhibit A upon those certain conditions contained herein.

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

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a terminable, nonexclusive license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the Improvements until it has obtained all required approvals and permits as required by the City. Licensee shall submit plans and specifications for Licensee’s improvements to the City Engineer for approval. All Improvements shall comply with applicable law and City Code.
 - b. Licensee shall take all necessary precautions to protect and preserve the City’s Right of Way Area during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises and shall not hinder the natural free and clear passage of pedestrians or motorized or non-motorized vehicles.
 - d. Licensee shall conduct any work authorized by this License or subsequently approved by the City in a manner so as to insure the least obstruction to and interference with present and continued use of the Right of Way Area and shall return the Right of Way Area, except for the access ramp encroachment authorized hereby, to its original condition following such authorized work at Licensee’s sole cost and expense.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the Improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License or subsequently approved by the City.
 - h. Licensee shall not conduct any work within the Right of Way Area outside the Licensed Premises specified in Exhibit A without the express prior written approval of the City.

- i. Licensee shall be responsible for either; 1) removing the Improvements and all associated costs, or 2) the cost of removal of the Improvements by the City, should the City or another authorized entity need to conduct work in the right of Way Area and the Improvements interfere with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right and duty to operate, maintain, repair and alter said Improvements. Any operation, maintenance, repair or alteration to the Improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations or replacement shall require City approval and shall at all times comply with City Code.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the Improvements to be situated on the Property in the Right of Way Area described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

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

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

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

under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes on the Property.

3. License Fee. Licensee shall pay a license fee of \$1.00 at the time of execution of this Agreement.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such other requirements as applicable to Licensee's Property or the Right of Way Area. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or Right of Way Area. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises or Right of Way Area, the Licensee shall immediately restore the Licensed Premises and Right of Way Area to the original condition of the Licensed Premises and Right of Way Area at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Manager of the Licensor, or his or her designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises and Right of Way Area to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises and the Right of Way Area in the immediate area of the access ramp in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris. Licensee shall be responsible for snow and ice removal from the Licensed Premises.

5. Conditions of Licensed Premises "As Is" and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's Improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work or condition to comply with the scope of this License or other applicable standards, conditions, ordinances or laws. If the Improvements made by

Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, in the City's discretion, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation or condition, the terms of correcting the violation or condition and that failure to correct the violation or condition within the stated time limits shall be cause for immediate revocation of this License. If the violation or condition is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.

7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered pursuant to this License, or their condition if such alteration has otherwise been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Right of Way Area or Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and Right of Way Area for the purposes permitted herein and the Improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises and the Right of Way Area, notwithstanding this Agreement, are to accommodate the free flow of pedestrians and motorized vehicles and that the Right of Way Area may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or Improvements, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the Improvements therein, or the Licensor's maintenance, repair or other work conducted within the Right

of Way Area by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.

10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater. The City of Winona shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Clerk. Upon request, the Licensee shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's Improvements from the Licensed Premises and Right of Way Area at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises and Right of Way Area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
14. General Terms.
 - a. **RECITALS**. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
 - b. **VOLUNTARY AND KNOWING ACTION**. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully

the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. **ASSIGNMENT OR TRANSFER OF LICENSE.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor, which consent may be granted in writing by the City Manager upon request.
- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. **NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- i. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly

authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- j. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and

LICENSOR: CITY OF WINONA

By: _____
Mark F. Peterson, Its Mayor

Date: _____

By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FLAHERTY & HOOD, P.A.
Winona City Attorney
111 Riverfront, Suite 306
Winona, MN 55987
Telephone: (507) 205-4905

EXHIBIT A

Description and Depiction of Licensed Premises

Exhibit A



LEGEND

Licensed Premises

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Parks and Recreation	<i>Date:</i> 07/06/20
<i>No:</i> 3		

Item: **Winona Area Youth Hockey Association Report**

No. **3.5**

SUMMARY OF REQUESTED ACTION:

The City of Winona entered into a facility use agreement with the Winona Area Youth Hockey Association (WAYHA) in August of 2015. A WAYHA representative will present their annual report and program update to City Council.

Staff is making an effort to have all agreements within Parks and Recreation appear before City Council to give an update on their activities. This is an initiative that prior Councils have requested and is an initiative within the Parks Comprehensive Plan.

Department Approval: 	City Manager Approval: 
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ROUTE DIRECTIONS

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

Barricades:

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

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

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

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

LICENSE AGREEMENT
2020 BK5K Race

This License Agreement (the "Agreement") is made this _____ day of _____, 2020, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and the Fastenal Company, a corporation under the laws of the State of Minnesota (the "Licensee"), (collectively the "parties").

RECITALS:

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

WHEREAS, the Licensee desires to hold the 2020 BK5K, a 5k run/walk event at Lake Park in the City of Winona; and

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

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

1. Premises. The Licensor is the owner of Lake Park and City streets and public parking lots in the City of Winona (the "Licensed Premises" or "public areas"). The Licensee is hereby granted a terminable license to use the public areas to hold the 2020 BK5K according to the specifications, which are attached hereto and incorporated herein by reference as Exhibit A. The Licensee shall use the specified public areas only for the purposes stated.
2. Term. The term of this Agreement shall be for a period commencing at 8:00 a.m. (CDT) Friday, August 7, 2020, and ending at 11:59 p.m. (CDT) Saturday, August 8, 2020.
3. Purpose. The following events is hereby approved by the City of Winona for inclusion in the 2020 BK5K Road Race: 5k race around the East Lake bike path.
4. Permits and Inspections. The Licensee agrees to obtain the permits and pay the permit fees as may be required by the City and other governing bodies. This Agreement does not exempt the Licensee or any participants or spectators from observing all ordinances, especially those pertaining to noise and to the sale and consumption of intoxicating liquor or 3.2% malt beverages. Daily inspections shall be made by staff of Licensee to ensure compliance with all applicable local laws and state statutes.

5. Portable Restrooms. The location of all portable restrooms shall be approved by the Park and Recreation Department. The restrooms shall be properly maintained and serviced, as needed, throughout the Licensed Premises.
6. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the limited purpose of operating the events for the term stated herein. Events may be canceled without notice to the Licensor, but no events may be added or changed to a time not listed on the attached Exhibit A without the Licensor's consent following reasonable notice of the added or rescheduled event(s). During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
7. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor. The Licensee, however, may license and sublet portions of the licensed premises to licensees, vendors and participants in the events, provided that the substance of this Agreement is carried forward into any agreements with licensees, vendors, and participants.
8. Maintenance/Alteration of Licensed Premises. During the events, the Licensee shall keep the licensed premises in a sanitary condition and keep the premises free from refuse. After each event, Licensee shall provide, or arrange for, clean-up and garbage pick-up. The Licensee shall instruct all vendors about recycling requirements and the location of receptacles for the collection of recyclables. The Licensee shall be responsible for the repair of any damages to the licensed premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the licensed premises without the prior written consent of the Licensor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the licensed premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.
9. The Licensor's Access. The Licensor, its employees, and its agents shall have the right to enter the premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement.

10. Insurance and Hold Harmless Provisions.

A. Hold Harmless Agreement

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

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

B. Liability Insurance Coverage

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

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

11. Traffic and Crowd Control. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
12. Removal of Equipment, Tents and Portable Restrooms. Tents, portable restrooms and licensee's equipment shall be removed the day after the close of the race.
13. Contact Information. The Licensee shall designate the contact person responsible for the various areas or activities of the Event and provide the City with the names and phone

numbers of those contact persons.

14. Termination of License. If at any time the Licensee breaches a material term of this Agreement, then this Agreement shall become null and void, at the option of the Licensor, immediately upon the Licensor's provision of written notice of the same to the Licensee.

15. **GENERAL TERMS**

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

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

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

FASTENAL COMPANY

By: _____

Name: _____

Its: _____

And By: _____

Name: _____

Its: _____

CITY OF WINONA

By: _____

Stephen T. Sarvi

Its: City Manager

And By: _____

Monica Hennessy Mohan

Its: City Clerk

Exhibit A

BK 5K Road Race

Location: East Lake Bike Path
Date: Saturday, August 8
Hours: 7:00 a.m. to 10:30 a.m.
Director: Paul Wisniewski, pwisniew@fastenal.com, (507) 459-3900

Specifics:

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

ROUTE DIRECTIONS

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

Exhibit A



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

REQUEST FOR COUNCIL ACTION

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

Originating Department:

Date:

No: 3

Parks and Recreation

07/06/20

Item: **Winona Area Mountain Bikers Donation**

No. 3.7

SUMMARY OF REQUESTED ACTION:

The Winona Parks and Recreation Department has been working with the Winona Area Mountain Bikers (WAMB) on the Bluffs Traverse Project. WAMB is willing to become a financial partner with the Winona Parks and Recreation Department's Legacy Application for the Bluffs Traverse Project. WAMB is willing to donate \$12,000.00 toward the creation of mountain bike trails within the Bluffs Traverse Project. The \$12,000.00 donation will specifically be used as a financial match within the application and provide an additional partner in the project.

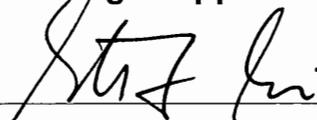
If accepted by the City, the \$12,000.00 will be held by the City of Winona until our Legacy application is reviewed and an outcome is announced. In the event the application is not successful, the full donation will be returned to WAMB.

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

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, the City of Winona Parks and Recreation Department works with the Winona Area Mountain Bikers to expand recreational opportunities for our community; and

WHEREAS, the Winona Area Mountain Bikers are in support of the application the Winona Parks and Recreation Department will submit for Legacy funding for the Bluffs Traverse Project; and

WHEREAS, the Winona Area Mountain Bikers are willing to donate \$12,000.00 to the Winona Parks and Recreation Department as a financial partner in the Legacy Grant application for the Bluffs Traverse Project; and

WHEREAS, the \$12,000.00 donation would be for the specific purpose to match funding for mountain bike specific trails within the Bluffs Traverse Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that the City hereby accepts the donation of \$12,000, for the purpose of a financial match within the Legacy Grant application and the City Council hereby expresses the community's appreciation to all donors who made this donation possible.

FURTHERMORE BE IT RESOLVED that in the event that the Legacy Grant application for the Bluffs Traverse Project is not approved by the State of Minnesota, the \$12,000 donation shall be returned to the Winona Area Mountain Bikers within 30 days of such notification.

Dated this _____ day of _____, 2020.

Mark F. Peterson
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> Petitions, Requests, Communications	<i>Originating Department:</i> Police	<i>Date:</i> 07/06/20
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No: 3

Item: **Restructure of the Winona Police Department**

No. 3.8

SUMMARY OF REQUESTED ACTION:

Prior to and up to 2009 the Winona Police Department had two (2) Deputy Chief positions. One Deputy Chief was assigned to supervise the Patrol Division and the second Deputy Chief was assigned to supervise the Criminal Investigative Division and several civilian positions. At that time there was also a Sergeant position in the Criminal Investigative Division. When financial cutbacks were made in 2009, the Deputy Chief Position in CID was not replaced through attrition and the Sergeant took over some of these duties along with the remaining Deputy Chief. This organization worked for a few years, but is no longer an ideal arrangement as the Sergeant is limited in some of the supervisory functions afforded a Deputy Chief.

Other issues that can be addressed by reverting back to two Deputy Chiefs are increased oversight of the department's activities, increased management of data collected by officers especially electronic data, and additional leadership at the top of the department. In today's environment and moving forward into the future it has become even more clear that additional administrative level supervision will play a key component to maintaining and improving our service to the community.

The current Deputy Chief as well as at least two Sergeants are expected to retire in the near future. It is critical that a newly promoted Deputy Chief have an opportunity to work alongside/job shadow the current Deputy Chief in order to understand and perform those duties at a high level. I as well as the City Manager are returning the Winona Police Department back to the two (2) Deputy Chiefs structure. This change will be possible through attrition. The current Sergeant Position in the Criminal Investigative Division will be eliminated and that Sergeant will be moved back to the Patrol Division. This has been done successfully in the past (prior to a CID Sergeant position being created).

The reorganization should have a minimal or neutral impact on the budget as the overtime for the CID Sergeant has resulted in a salary that is, either close to, equal to and occasionally greater than a Deputy Chief salary depending on the annual volume and types of calls.

We have already conducted interviews and have a quality internal candidate who will be promoted into this position immediately. The second Deputy Chief position is still an approved position within the structure of the Winona Police Department so no Council action is required.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date:

No: **5**

Community Development

7/6/2020

Item: **City of Winona-Downtown Revolving Loan Fund**

No. **5.1**

SUMMARY OF REQUESTED ACTION:

The City Council adopted the Winona Downtown Strategic Plan at the June 1, 2020, Council meeting. One of the goals in the plan is to take steps to beautify and enhance downtown Winona. Another goal is to encourage redevelopment. Each of the goals corresponds with an initiative to consider changes to the City of Winona Downtown Revolving Loan Fund to help incentivize historic renovation.

The City of Winona has had a Downtown Revolving Loan Fund since loans were paid back from block grants dating back to the 1990's. The program was funded federally and guidelines are required when re-using the money. Many downtown business and building owners have used the program to enhance the exterior facades of buildings downtown or to provide accessibility improvements.

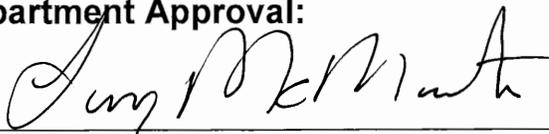
The federal requirements such as Davis-Bacon, Federal Objectives and SHPO review can make the program challenging to use. The Downtown Strategic Plan recommends staff re-evaluate and improve the current Downtown Revolving Loan Fund to incentivize downtown property owners to invest into their downtown historic building(s).

Staff consulted with the Winona Area Chamber of Commerce, Winona Main Street, and the Small Business Development Center while exploring potential changes to make to the Downtown Revolving Loan Fund program more effective.

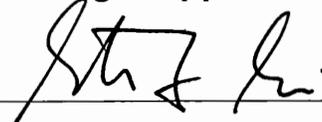
The current Downtown Revolving Loan Fund is structured as:

- The City provides a loan for 50% of the rehabilitation costs.
- The business/property owner provides the remaining 50% of the rehabilitation costs from private funds or a loan from a lender.
- The maximum City loan is \$20,000, resulting in a \$40,000 project.
- The terms of the City loan are:
 - 25% of the loan is deferred and forgiven after 5 years, provided the building is not sold or otherwise conveyed.
 - The remaining 75% is structured as a 5 year, 2% interest monthly installment loan.

Department Approval:



City Manager Approval:



City of Winona-Downtown Revolving Loan Fund

Page 2

The proposed Downtown Revolving Loan Fund would be structured as:

- Just as the current program, the City would provide a loan for 50% of the rehabilitation costs.
- Just as the current program, the business/property owner would provide the remaining 50% of the rehabilitation costs from private funds or a lender loan.
- Just as the current program, the maximum City loan would be \$20,000, resulting in a \$40,000 project.
- The terms of the proposed City loan would be **changed** to:
 - **50%** of the city loan is deferred and forgiven after 5 years, provided the building is not sold or otherwise conveyed.
 - The remaining **50%** is structured as a 5 year, **0%** interest monthly installment loan.

If Council concurs, a motion to approve the proposed changes to the Downtown Revolving Loan Fund would be appropriate.

Attachment:

1. Table comparing the financing terms of the current and the proposed program for both a \$40,000 and \$20,000 downtown rehabilitation project. The terms of the current program are shown on the left-hand side and the proposed terms are noted directly across on the right-hand side.

Example of a \$40,000 project under the the current program terms.

Project Cost	\$ 40,000.00
City loan 50%	\$ 20,000.00
Owner's share 50%	\$ 20,000.00
75% Installment	\$ 15,000.00
25% Deferred	\$ 5,000.00
Monthly payment	\$ 262.92
Total Interest	\$ 774.98
Total Payments	\$ 15,774.98
Plus owner's 50% share	\$ 20,000.00
Total cost to owner	\$ 35,774.98

Example of a \$40,000 project under the proposed program terms.

Project Cost	\$ 40,000.00
City loan 50%	\$ 20,000.00
Owner's share 50%	\$ 20,000.00
50% Installment	\$ 10,000.00
50% Deferred	\$ 10,000.00
Monthly payment	\$ 166.67
Total Interest	\$ -
Total Payments	\$ 10,000.00
Plus owner's 50% share	\$ 20,000.00
Total cost to owner	\$ 30,000.00

Under the proposed terms, the property owner would spend \$5,774.98 less to complete a \$40,000.

Example of a \$20,000 project under the current program terms.

Project Cost	\$ 20,000.00
City loan 50%	\$ 10,000.00
Owner's share 50%	\$ 10,000.00
75% Installment	\$ 7,500.00
25% Deferred	\$ 2,500.00
Monthly payment	\$ 131.46
Total Interest	\$ 387.49
Total Payments	\$ 7,887.49
Plus owner's 50% share	\$ 10,000.00
Total cost to owner	\$ 17,887.49

Example of a \$20,000 project under the proposed program terms.

Project Cost	\$ 20,000.00
City loan 50%	\$ 10,000.00
Owner's share 50%	\$ 10,000.00
50% Installment	\$ 5,000.00
50% Deferred	\$ 5,000.00
Monthly payment	\$ 83.33
Total Interest	\$ -
Total Payments	\$ 5,000.00
Plus owner's 50% share	\$ 10,000.00
Total cost to owner	\$ 15,000.00

Under the proposed terms, the property owner would spend \$2887.49 less to complete a \$20,000 project.

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Planning	7/6/20

Item: **Final Plat – Target Lake Park Retail Subdivision**

No. **5.2**

SUMMARY OF REQUESTED ACTION:

Council review and approval of this plat is required for the City Clerk to sign the document and for it to be recorded.

The property owner is creating two new lots. The existing Target store will be on Block 1, Lot 2. New development will be on Block 1, Lot 1. The Target building will continue to function in the same manner and its sign will be located on the newly created Block 1, Lot 1. Target has received a variance for the sign at this location. Access for Block 1, Lot 1 would be conducted through an access easement through Block 1, Lot 2's parking lot with primary access off Riverbend Road.

The City of Winona Planning Commission held a public hearing of the Target Lake Park Retail Subdivision on June 8, 2020 and recommended approval of the Final Plat.

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

Attachments:

- i. Resolution
- ii. Target Lake Park Retail Subdivision
- iii. Planning Commission Report Dated June 8, 2020

Department Approval:

Luke Sims

City Manager Approval:

Stef J. Ri

RESOLUTION
APPROVAL OF THE FINAL PLAT OF TARGET LAKE PARK RETAIL SUBDIVISION

WHEREAS, Cave Enterprises Operations LLC (“Petitioner” or “Applicant”) has submitted an application for Final Plat approval of the proposed “Target Lake Park Retail Subdivision” plat (“Final Plat” or “Plat”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Winona City Planning Commission (“Commission”) in accordance with provisions of the Winona City Code, Section 43.06.31(B) held a required public hearing to consider said Plat on June 8, 2020; and

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

WHEREAS, given its findings, the Commission recommended that the City Council of the City of Winona (“City Council”) approve the Final Plat for Target Lake Park Retail Subdivision; and

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

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

1. The Final Plat shall comply with the provisions of all applicable State statutes and standard procedures for platting in Winona County.
2. That no Development Agreement is required as the subdivision does not involve installation or construction of new public improvements.
3. The Final Plat shall be recorded within 180 days of City Council approval or the City’s approval shall be deemed null and void.
4. The applicant shall be responsible for and pay all fees, including recording fees.
5. An access easement shall be recorded for access to Block 1, Lot 2 through Block 1, Lot 1.

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 Being Platted as Target Lake Park Retail Subdivision

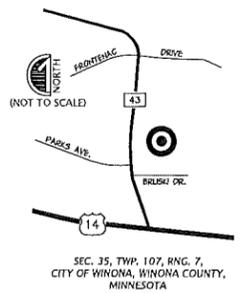
KNOW ALL PERSONS BY THESE PRESENTS: That Dayton Hudson Corporation, a Minnesota Corporation, owner of the following described property situated in the City of Winona, County of Winona, State of Minnesota.

Lot 1, Block 1, Lake Park Retail Subdivision, except that part thereof described as follows:

Beginning at the northwest corner of said Lot, thence North 88 degrees 30 minutes 14 second East, 547.99 feet along the northerly line of said Lot to the beginning of a 245.00 foot radius, non-tangent curve, concave northwesterly, thence southwesterly 122.52 feet along said curve having a chord bearing South 74 degrees 10 minutes 41 seconds West, 121.24 feet; thence South 88 degrees 30 minutes 14 second West, 434.09 feet along a line being 30.00 feet southerly of and parallel to said northerly line to a point on the westerly line of said Lot, thence North 05 degrees 17 minutes 26 second East, 30.21 feet along said westerly line to the point of the beginning.

TARGET LAKE PARK RETAIL SUBDIVISION

VICINITY MAP



KNOW ALL PERSONS BY THESE PRESENTS: That Dayton Hudson Corporation, a Minnesota Corporation, owner of the following described property situated in the City of Saint Paul, County of Winona, State of Minnesota:

Lot 1, Block 1, Lake Park Retail Subdivision, except that part thereof described as follows:

Beginning at the northwest corner of said Lot; thence North 88 degrees 30 minutes 14 seconds East, 547.99 feet along the northerly line of said Lot to the beginning of a 245.00 foot radius, non-tangent curve, concave northwesterly; thence southwesterly 122.52 feet along said curve having a chord bearing South 74 degrees 10 minutes 41 seconds West, 121.24 feet; thence South 88 degrees 30 minutes 14 seconds West, 434.09 feet along a line being 30.00 feet southerly of and parallel to said northerly line to a point on the westerly line of said Lot; thence North 05 degrees 17 minutes 26 seconds East, 30.21 feet along said westerly line to the point of beginning.

Has caused the same to be surveyed and platted as TARGET LAKE PARK RETAIL SUBDIVISION and does hereby dedicate to the public for public use forever the easements for drainage and utility purposes only as shown on this plat.

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

Signed: Dayton Hudson Corporation, a Minnesota Corporation,

_____, XXXXXXXX
XXX XXXXXX

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of Dayton Hudson Corporation, a Minnesota Corporation, on behalf of the company.

_____, (Signature) _____ (Printed Name)

Notary Public, _____ County, _____
My Commission Expires _____

I, Daniel L. Thurmes, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2020

Daniel L. Thurmes, Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF WASHINGTON
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, Licensed Land Surveyor.

_____, (Signature) _____ (Printed Name)

Notary Public Dakota County, Minnesota
My Commission Expires January 31, 2025

CITY COUNCIL, CITY OF WINONA, MINNESOTA
This plat of TARGET LAKE PARK RETAIL SUBDIVISION was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held this _____ day of _____, 2020 and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.

_____, City Clerk

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

Brian Wodele, Winona County Surveyor
Minnesota License No. 46559

COUNTY AUDITOR/TREASURER, WINONA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes,

Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2020.

Sandra J. Suchla, Winona County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WINONA, STATE OF MINNESOTA

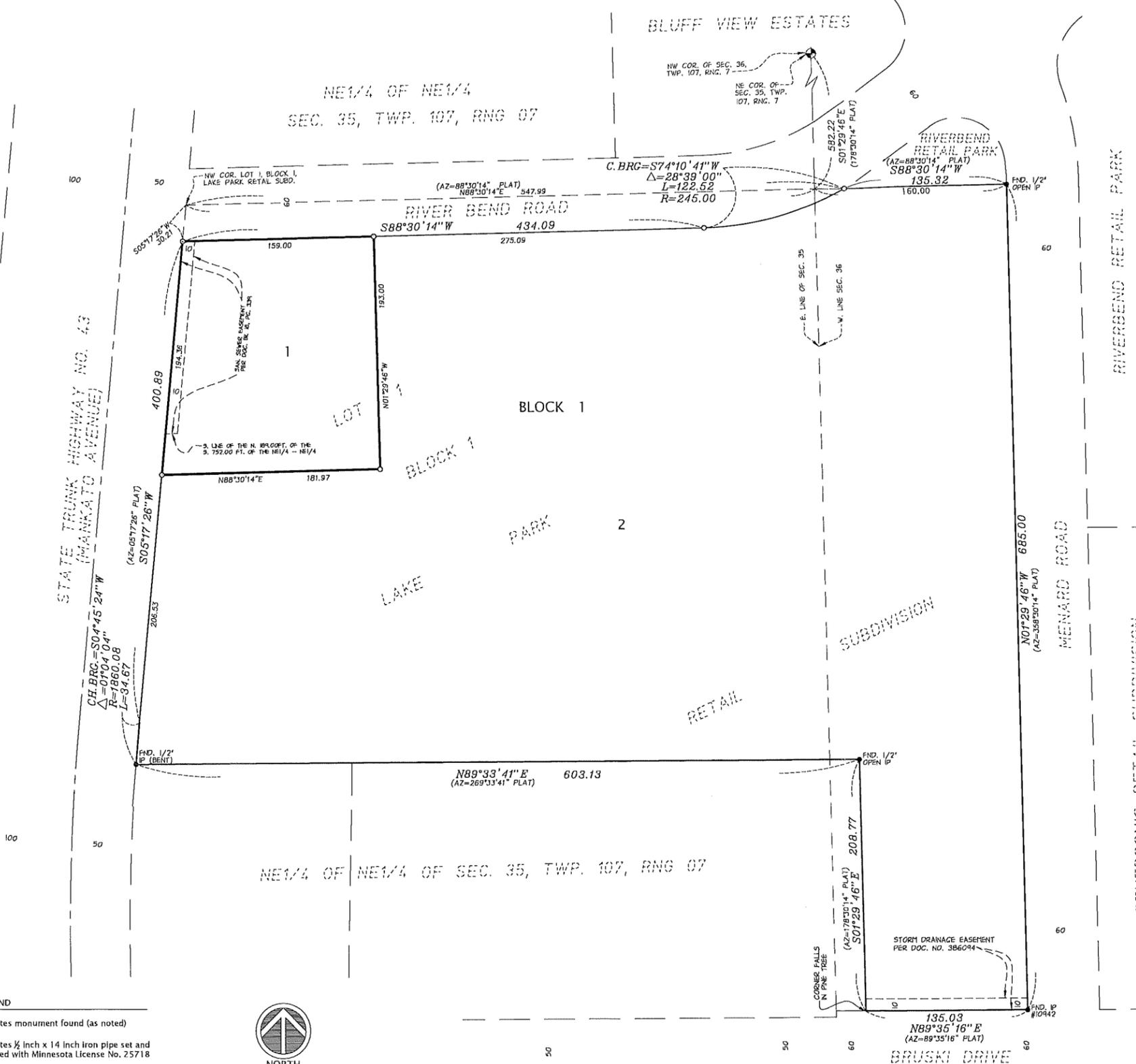
I hereby certify that this plat of PINECREST FIRST ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 2020, at _____ o'clock _____ M., and was duly filed as Document No. _____.

Robert J. Bambenek, Winona County Recorder

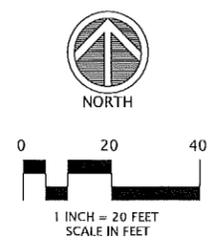
By _____ Deputy



CORNERSTONE
LAND SURVEYING, INC.



- LEGEND
- Denotes monument found (as noted)
 - Denotes 1/2 inch x 14 inch iron pipe set and marked with Minnesota License No. 25718
 - (PLAT) Denotes distance as shown on the plat of LAKE PARK RETAIL SUBDIVISION.



FOR THE PURPOSES OF THIS SURVEY THE WESTERLY LINE OF LOT 1, BLOCK 1, LAKE PARK RETAIL SUBDIVISION IS ASSUMED TO BEAR S05°17'26"W.

PLANNING COMMISSION

AGENDA ITEM: 3. Public Hearing–Final Plat of Target Lake Park Retail Subdivision

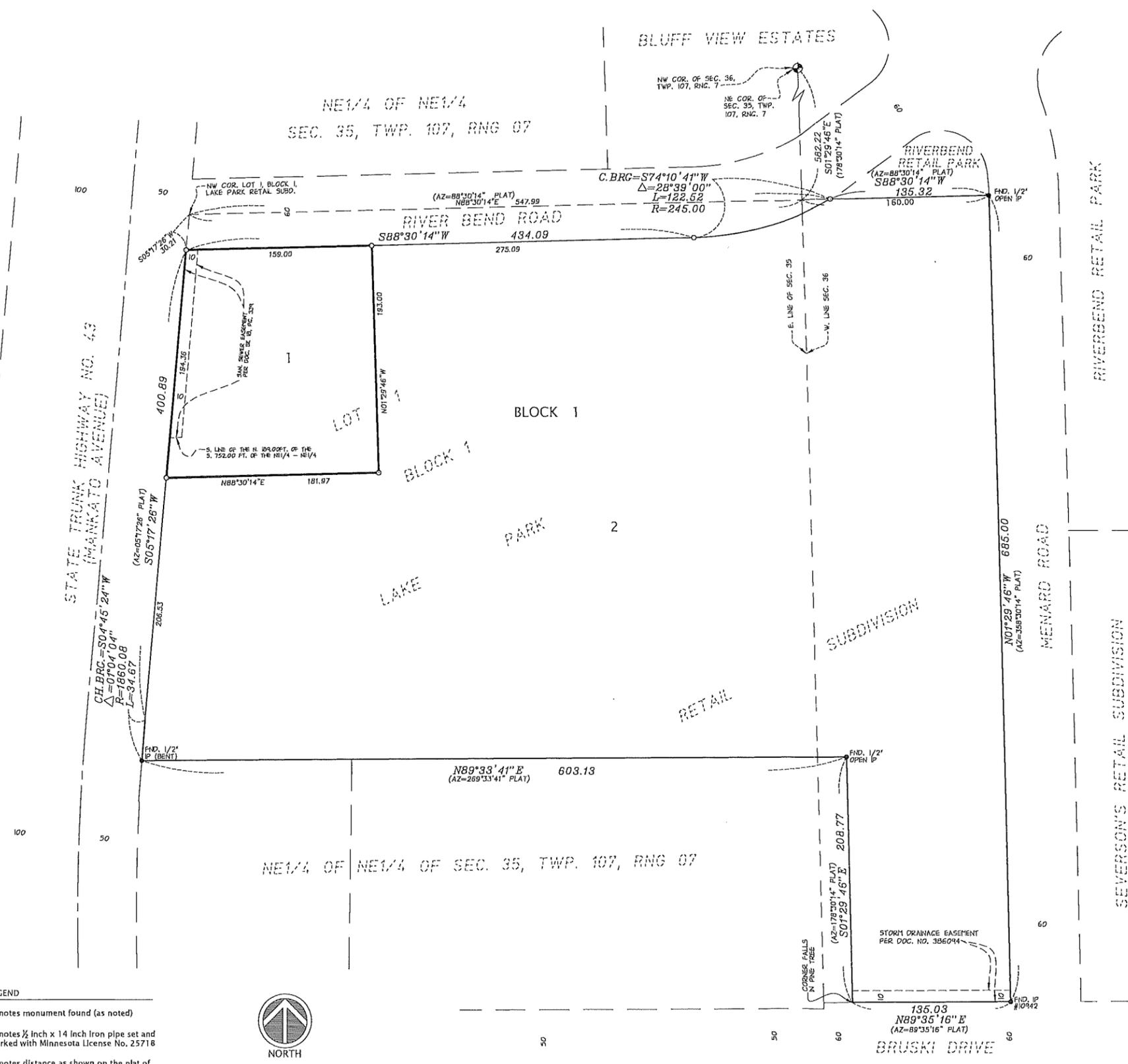
PREPARED BY: Luke Sims

DATE: June 8, 2020

BASE DATA

Petitioner:	Cave Enterprises Operations LLC
Location:	860 Mankato Avenue
Existing Zoning:	B-3, General Business District
Area:	Approximately .75 Acres (32,670 Sq. Ft.)
Lot Area Requirements:	None
Lot Frontage Requirements:	None
Yard Setback Requirements:	None
Existing Number of Lots:	One
Proposed Number of Lots:	Two
Proposed Lot Areas:	Lot 1 – approximately 32,670 square feet Lot 2 – approximately 312,760 square feet
Proposed Lot Frontage:	Lot 1 – 194 feet Lot 2 – 569 feet

TARGET LAKE PARK RETAIL SUBDIVISION



KNOW ALL PERSONS BY THESE PRESENTS: That Dayton Hudson Corporation, a Minnesota Corporation, owner of the following described property situated in the City of Saint Paul, County of Winona, State of Minnesota:

Lot 1, Block 1, Lake Park Retail Subdivision, except that part thereof described as follows:
 Beginning at the northwest corner of said Lot; thence North 88 degrees 30 minutes 14 seconds East, 547.99 feet along the northerly line of said Lot to the beginning of a 245.00 foot radius, non-tangent curve, concave northwesterly; thence southwesterly 122.52 feet along said curve having a chord bearing South 74 degrees 10 minutes 41 seconds West, 121.24 feet; thence South 88 degrees 30 minutes 14 seconds West, 434.09 feet along a line being 30.00 feet southerly of and parallel to said northerly line to a point on the westerly line of said Lot; thence North 05 degrees 17 minutes 26 seconds East, 30.21 feet along said westerly line to the point of beginning.

Has caused the same to be surveyed and platted as TARGET LAKE PARK RETAIL SUBDIVISION and does hereby dedicate to the public for public use forever the easements for drainage and utility purposes only as shown on this plat.

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

Signed: Dayton Hudson Corporation, a Minnesota Corporation,
 _____, XXXXXXXX
 XXX XXXXXXX

STATE OF _____
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of Dayton Hudson Corporation, a Minnesota Corporation, on behalf of the company.

_____, (Signature) _____, (Printed Name)
 Notary Public, _____ County, _____
 My Commission Expires _____

I, Daniel L. Thurmes, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2020
 Daniel L. Thurmes, Land Surveyor
 Minnesota License No. 25718
 STATE OF MINNESOTA
 COUNTY OF WASHINGTON
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, Licensed Land Surveyor.

_____, (Signature) _____, (Printed Name)
 Notary Public Dakota County, Minnesota
 My Commission Expires January 31, 2025

CITY COUNCIL, CITY OF WINONA, MINNESOTA
 This plat of TARGET LAKE PARK RETAIL SUBDIVISION was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held this _____ day of _____, 2020 and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.
 _____, City Clerk

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

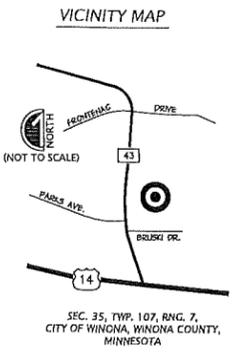
Brian Wodele, Winona County Surveyor
 Minnesota License No. 46559

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

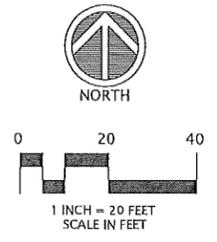
Sandra J. Suchla, Winona County Auditor/Treasurer

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

Robert J. Barnbenek, Winona County Recorder
 _____, Deputy



- LEGEND
- Denotes monument found (as noted)
 - Denotes 1/2 inch x 14 inch iron pipe set and marked with Minnesota License No. 25718
 - (PLAT) Denotes distance as shown on the plat of LAKE PARK RETAIL SUBDIVISION.



FOR THE PURPOSES OF THIS SURVEY THE WESTERLY LINE OF LOT 1, BLOCK 1, LAKE PARK RETAIL SUBDIVISION IS ASSUMED TO BEAR S05°17'26"W.



REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Planning	7/6/2020

Item: **Old Wagon Bridge HPC Grant Application**

No. **5.3**

SUMMARY OF REQUESTED ACTION:

In accordance with the duties of the Heritage Preservation Commission to evaluate and nominate the historic resources of the City of Winona, the Winona HPC is proposing to pursue a legacy grant to evaluate the Old Wagon Bridge for eligibility on the National Register of Historic Place. The project was identified in the 2019 Winona HPC priority list and presented to the City Council in June, 2019 and June, 2020 in budgeting memos and funds were budgeted for the project for the 2020 year. This project includes property owned by the City of Winona.

The Winona HPC also proposes utilizing a Minnesota Historical and Cultural Heritage Grant through the Minnesota Historical Society for an evaluation study of the Old Wagon Bridge connecting Latsch Island. The evaluation study will be used to determine whether the property is eligible for the National Register of Historic Places. Total expected project costs are \$7,000, of which the City may provide a match up to \$2,000. Applications are due July 10, 2020.

If the City Council concurs with the HPC's proposal, a motion to authorize staff to apply for the grant would be in order.

Department Approval:

Luke Sims

City Manager Approval:

John J. [Signature]

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date:

No: **5**

City Clerk

07/06/20

Item: **Appointment of Election Judges for 2020 Primary and General Elections**

No. **5.4**

SUMMARY OF REQUESTED ACTION:

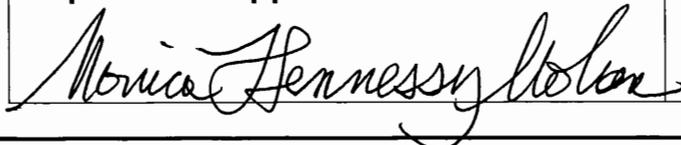
Attached is a listing of proposed election judges for the Primary Election to be held on Tuesday, August 11, and the General Election to be held on Tuesday, November 3. If the Council concurs, a motion to approve the following resolution which approves the list and authorizes the City Clerk to make substitutions and to appoint additional judges as necessary would be in order.

Resolution

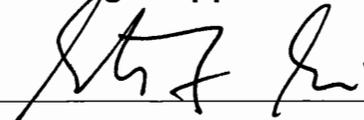
BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that the attached list of persons are hereby appointed as 2020 Election Judges for the August 11 Primary and November 3 General Elections, contingent upon each person completing the required election judge training.

BE IT FURTHER RESOLVED that the City Clerk shall have the authority to make substitutions and to appoint additional election judges as necessary.

Department Approval:



City Manager Approval:



2020 Election Judges

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
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1st Ward - 1st Precinct

Winona Area Learning Center

Mohan	Emmalee	C	1271 Wincrest Dr	313-2803	All	All
Davis	Judith		22559 County Road 15	452-3468	No	All
Galke	Mary		1317 Wincrest Drive	429-6385	Evening	Evening
Gribbons	Nathan		3455 West 7th St	458-9662	Evening	All
Kennedy	John		1152 Country Drive	450-4708	All	All
Monson	Sarah		27211 Morningside Road	507-951-5517	Morning	All
Mulyck	Albert		1134 West 4th St.	452-3010	Morning	Morning
Singer	Mary		125 North Baker Street	454-4047	Evening	Evening
Whalen	Margaret		25983 Cedar Spring Road	452-7634	Morning	Evening

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
1st Ward - 2nd Precinct			Radiant Church			
Gervais	Christopher	C	25000 Echodale Road	474-1115	All	All
Benjamin	Kristine		168 Mechanic St.	507-429-1705	All	All
Garrity	Gayle		397 Knopp Valley Drive	507-961-0465	All	All
Mueller	Laurel		365 Junction Street	459-6121	Evening	Evening
Schueler	Gracelyn		125 Sunnyside Lane	452-2198	Evening	No
Smith	Andrea		1364 Ridgewood Drive	429-4416	All	All
Wadewitz	Rosemary		317 Knopp Valley Drive	452-4868	Morning	Morning
1st Ward - 3rd Precinct			Maplewood Townhomes			
Terpstra	David	C	266 Oak Leaf Drive	452-5486	All	All
Aldrich	Brian		1376 Skyline Drive	454-7302	All	All
Allen	Ione		1608 West 9th St.	612-247-4193	Evening	Evening
Davis	Loretta		812 West Wabasha St	452-0964	Morning	All
Edin	Becky		410 W. 6th Street	454-3229	All	All
Spande	Beverly		469 Westdale Avenue	452-6411	Evening	Evening

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
1st Ward - 4th Precinct		Faith Lutheran Church				
Aldrich	Lynn	C	1376 Skyline Drive	454-7302	All	All
Alzate	Elissa		723 East Broadway	530-848-8835	All	All
Brenner	Colleen		1763 Gilmore Avenue	452-4815	Morning	Morning
Kronebusch	Claire		675 W Sarnia, #207	312-5669	Evening	Evening
Looman	Jack		4155 West 6th St	312-0133	Evening	Evening
Schumacher	Carol		1411 Skyline Drive	452-2482	No	Morning
Tentis	Matt		29809 Greenbriar Drive	459-8623	Morning	Morning
Wildenborg	Mary		1091 Gilmore Valley Road	454-7098	All	All
2nd Ward - 1st Precinct		Alverna Center				
Walz	Renee	C	1221 Gilmore Valley Rd	459-8329	All	All
Olson	Joliene	AC	416 West Howard St.	454-1236	All	All
Cenfield	Raymond		1473 Park Lane	429-5795	Evening	Evening
Dahl	Richard		1167 West 5th St.	453-9861	Morning	Morning
Gray	Lisa		90 Hillsdale Court	458-3680	Evening	Morning
Hoffmann	Thomas		1169 West Howard St.	452-3253	No	Evening
Lehn	Steven		516 Collegeview St.	608-780-6938	Evening	Eve/All
Papenfuss	Patricia		225 Main Street, Unit 401	452-2144	Morning	Morning

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
2nd Ward - 2nd Precinct			West Rec Center			
Hawkinson	Lisa	C	23022 Blackberry Road	454-8099	All	All
Bjork	Joie		1743 Gilmore Valley Road	458-0359	All	All
Hegard	Teresa		1373 Sunset Drive	507-932-5418	All	All
Johnson	Emily		174 East 5th Street; #2	651-442-4057	All	All
Mulyck	Chris		180 North Baker	453-9848	Evening	Evening
2nd Ward - 3rd Precinct			Cotter Schools - St. Cecilia Commons			
Simon-Salwey	Pamela	C	422 West King St.	452-5641	All	All
Campbell	John		472 W. Broadway St.	452-0179	All	All
Mohan	Madeline		1271 Wincrest Drive	452-1747	All	No
Schwab	Benjamin		1329 Skyline Dr	452-3637	Evening	All
Smith	Sydney		217 Wilson Street	507-615-8451	Evening	Evening
Stetter	Jerry		38511 Woodland Hills Drive	452-3143	Morning	Morning

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
2nd Ward - 4th Precinct		Central Lutheran Church				
Grawe	Robin	C	678 Sioux Street	454-4141	All	All
Forsythe	Barb		765 West King Street	961-0350	Evening	Eve/9 am
Hawkinson	Paige		23022 Blackberry Road	961-3906	No	4-10
Leger	Aleisha		1440 49th Avenue	452-9487	All	All
Mundt	Paul		517 Dakota Street	313-0462	Evening	Evening
Singer-Towns	Elizabeth		1261 West Broadway	459-4805	All	All
Young	Aaron		77 East 5th Street	717-283-7499	Morning	All
3rd Ward - 1st Precinct		Kryzsko Commons, WSU				
Debnath	Joyati	C	64 White Oak Court	458-0488	All	All
Krause	Laura	AC	713 Main Street	452-1609	All	All
Badciong	Peter		1419 Homer Road	454-4418	All	no
Double	Paul		104 Glen Mary Road	454-4045	Evening	Evening
Hancock	Cooper		191 Sweetwater Drive	410-1096	All	

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
3rd Ward - 2nd Precinct			Lake Lodge			
Hennessy	Barbara	C	359 Ewing St, Apt. 11	452-9160	All	All
Gorden	Carole		1613 Gilmore Valley Rd	429-9050	No	Evening
Koenig	Margaret (Ga		63 Sharal Lane	452-1533	Evening	Evening
Piscitiello	Deborah		865 38th Avenue	459-9655	Morning	Morning
Sannerud	Peggy		412 East Mark St.	313-0659	All	All
Swenson	Kendra		223 West Mark Street	320-491-4819	All	All
Troke	Darlene		410 E. Wabasha	429-5029	Morning	Morning
3rd Ward - 3rd Precinct			American Legion			
Olson	Myrna	C	357 East 10th Street	452-3027	All	All
Kramer	Carol		366 East 5th Street	454-3296	No	All
Krause-Wohlfeil	Karla		280 Franklin St, Apt. 301	320-309-0226	All	All
Kunce	Jacob		6915 Woodland Blvd.	507-369-3010	All	All
Lee	Frederick		157 West 3rd St., Apt. 410	651-230-8435	All	All
Neitzke	Arlene		213 East Howard St.	454-2227	Morning	Morning
Wicka	Vicki		567 Hamilton Street	458-1189	Evening	Evening

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
3rd Ward - 4th Precinct			Wesley United Methodist Church			
Prudoehl	Carole	C	1418 Brookview Drive	452-8917	All	All
Bissen	Paul		36229 Homer Landing LN	507-273-2222	Evening	Evening
Doerr	Judith		1950 Gilmore Valley Road	454-2628	All	All
Espinosa	Danya		675 Olmstead St	313-9030	Evening	Evening
Gerdes	Judith		1262 West Broadway	454-3291	No	Maybe
Schreiber	Timothy		515 East 3rd Street	608-228-6891	All	All
Wiggs	Tove		751 East King Street	458-8114	Morning	Morning
4th Ward - 1st Precinct			East Rec Center			
Seppanen	Linda	C	2225 Garvin Heights Road	313-1918	All	All
Bremer	Jane		379 East 5th St, Apt. 5	454-8207	Evening	Evening
Foss	Jason		402 East Broadway	612-756-1332	All	All
Krause	Fred		713 Main Street	452-1609	All	All
Steele	Carly		105 Mark Street	507-430-4988	All	All

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
4th Ward - 2nd Precinct			East Rec Center			
Borzyskowski	Carol	C	128 Lohse Drive	454-4463	All	All
Dalleska	Ruth	C	192 Janet Marie Lane	452-8310	All	All
Donahue	Mary	AC	111 Mankato Avenue	452-3162	All	All
Ford	Marjorie		629 East Broadway	452-1916	All	All
Looman	Cheryl		4155 West 6th Street	312-0132	Evening	Evening
Lyons	Polly		163 Chatfield Street	459-1295	Morning	All
4th Ward - 3rd Precinct			Sobieski Park Pavilion			
VanGuilder	Amy	C	1435 49th Ave	429-4499	All	All
Beck	Linda		120 Glen Mary Rd	454-5456	All	All
Hanson	Jill		250 Oak Leaf Dr.	452-1388	Morning	Morning
McManemy	Terri		125 East Garvin Heights Rd	429-7377	no	Alt
Miller	Sheryl		1417 McNally Drive	452-7545	Morning	Morning
Quinn	Patricia		511 St. Charles Street	429-0471	All	All
Windley-Daoust	Gerald		664 Winona Street	452-5399	Evening	All

Last Name	First Name	Chair/AC	Address	Phone	Primary	General Election
4th Ward - 4th Precinct			National Guard Armory			
Terpstra	Brenda	C	266 Oak Leaf Drive	452-5486	All	All
Badciong	Ruth		1419 Homer Road	454-4418	Morning	Morning
Broadwater	John		1642 Clubview Road	429-3425	Evening	Either
Charles	Ruth		262 Wilson Street	313-1383	No	All
Hooge	Mary Lou		1411 Brookview Drive	452-4954	No	Morning
Howard	John		719 Olmstead St.	952-334-6730	Evening	Evening
Klink	Barbara		1330 East Burns Valley Rd,	715-495-9100	Morning	Morning
Krage	Ed		672 East Sarnia	458-2290	Morning	Morning
Kreisel	James		68 White Oak Court	313-4209	No	Any
Rowekamp	Betsy		79 Shady Oak Court	452-8311	Evening	Evening*
Wilke	Janet		127 Lohse Drive	454-1335	Evening	Evening

REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
<i>No:</i> 5	Public Works	7/6/2020

Item: **Fastenal Stipulation**

No. **5.5**

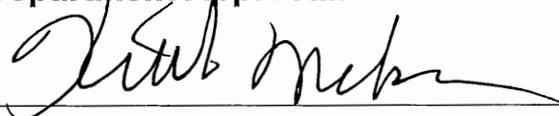
SUMMARY OF REQUESTED ACTION:

Fastenal Company ("Fastenal") is requesting that the City Council approve the attached stipulation and revised survey to be filed in Winona District Court as part to Fastenal's previously filed land registration proceeding. The stipulation is part of a larger action filed by Fastenal related to land owned by Fastenal, which Fastenal intends to redevelop for its corporate headquarters located in downtown Winona. The purpose of the stipulation is to amend the City's existing utility easement to accommodate HBC's cable line, which is currently outside the easement area and to instead include it inside the easement area. There is no practical effect on the City, but since the easement is in favor of the City, the City needs to join in the stipulation. The stipulation would then act to amend the previously filed Fastenal land registration proceeding, and the attached revised survey would be subsequently filed with the Court and ultimately recorded at the conclusion of the land registration proceedings.

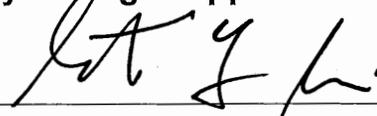
As background, Fastenal filed a Summons in Application for Registration of Land, dated March 30, 2020, with the Winona District Court informing both the Port Authority and the City that it intends to withdraw the current registration for a portion of its property and re-register the title for the entirety of its land, which Fastenal seeks to re-develop for its corporate headquarters in downtown Winona. The stated purpose of this action is to clean up certain encumbrances on the title to the Fastenal property and to convert all of the Fastenal property at this downtown location from Abstract to Torrens property since a portion of the property is now Abstract and another portion is now Torrens. Fastenal desires the entire property to be registered as Torrens property in order that it will have a single, clean certificate of title for the entirety of the property upon which it will locate its new corporate headquarters.

The above-described proceeding, because it involves Torrens property and the registration of title to Torrens property, must be filed with and proceed through the District Court in order for Fastenal to obtain an order for a new Certificate of Title. As a result, both the Port and City have been named in the legal proceeding since both have interests that pertain to the Fastenal property. These interests include common boundary lines as well as the above-mentioned utility easement.

Department Approval:



City Manager Approval:



Fastenal Stipulation

Page 2

As part of the application process to the District Court, Fastenal has prepared a survey using Tony Blumentritt of Johnson and Schofield. City and Port staff recently met with Mr. Blumentritt as well as Dana Johnson, representing Fastenal and their attorney, Cindy Telstad, to go through the Fastenal application as well as the survey and attached revised survey. City and Port staff have reviewed the applicable documentation and the revised survey as the same has now been revised to account for the adjustment to the City easement for HBC and have determined that the same are in order, acceptable and have no objections thereto.

In the event that there was an objection, the City and/or the Port would have to file an answer to the Summons that both entities received as part of the Fastenal land registration legal proceeding. This would require staff to schedule closed meetings with both entities and seek authorization from both directing the City Attorney to file an answer with the respective objections and thereafter represent both entities in the legal proceeding in District Court. In this case, however, since City and Port staff have determined that the Fastenal application is in order and have not identified any objections to it, an answer is unnecessary, and the City Attorney is accordingly not recommending that either entity authorize the filing of an answer/objection at this time. Instead, I have directed the City Attorney to submit letters on behalf of both the Port and the City to the Court stating that staff have reviewed the land registration application of Fastenal, stipulation and revised survey, and have no objection provided the same is subsequently approved by the Court in the form as revised presented by Fastenal and filed with the District Court along with the attached stipulation containing the revised survey to account for the adjustment to the City easement for HBC.

At this time, the City Council is being requested to adopt a motion approving the attached stipulation and revised survey and authorizing the Mayor and City Clerk to execute the stipulation and return the signed document to Fastenal's attorney, and to authorize the City Attorney to file such other documentation as is necessary to respond to the present legal proceeding for re-registration of Fastenal's land.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WINONA

THIRD JUDICIAL DISTRICT
Court File Number: 85-CV-19-2703
Case Type: Torrens

In the Matter of the Application of Fastenal Company Purchasing to withdraw certain land from Registration and to register the title to the real estate in Winona County, Minnesota, described in the report or reports of the Examiner of Titles on file herein.

STIPULATION

This Stipulation is made and entered into by and among Fastenal Company Purchasing, a Minnesota corporation, Hiawatha Broadband Communications, Inc., a Minnesota corporation, and the City of Winona, a body corporate and politic.

RECITALS

1. Fastenal Company Purchasing has filed an application to register title to certain real property that is the subject of this action, which is now pending in the above-identified court.
2. The property sought to be registered is subject to an existing public utility easement in favor of the City of Winona.
3. Hiawatha Broadband Communications, Inc. has underground communication cables situated within the existing public utility easement. However, certain of such lines are located outside of the existing easement, as described.
4. The parties wish to re-describe the utility easement to accommodate the location of such underground cables.

NOW, THEREFORE, the parties agree as follows:

1. The legal description of the land to be registered shall be revised to read as follows:

Part of Lots 3 and 4, Block 49; all of Block 48 including the vacated alley contained therein; and part of vacated Front Street; all in the original plat of Winona, (including part of Outlot H, and all of Outlots I, J and K, Port Authority Riverview Park; and including Nustad Subdivision), all in Winona County, Minnesota, described as follows:

Beginning at the most westerly corner of Common Interest Community Number 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along the northwesterly line of said Common Interest Community Number 12, a distance of 158.68 feet to the most northerly corner thereof; thence continue North 19 degrees 41 minutes 11 seconds East, along the northeasterly extension of said northwesterly line, 16.32 feet to the most southerly corner of Outlot D, said Port Authority Riverview Park; thence North 70 degrees 06 minutes 56 seconds West, along the southwesterly line of said Outlot D, 69.30 feet to a boundary corner on said southwesterly line; thence North 57 degrees 21 minutes 31 seconds West, along said southwesterly line of Outlot D, 238.16 feet to boundary corner B3617 according to Minnesota Department of Transportation Right of Way Plat No. 85-35; thence South 19 degrees 40 minutes 21 seconds West, along the southeasterly line of said right of way plat, 387.69 feet to the most westerly corner of said Block 48; thence South 70 degrees 05 minutes 25 seconds East, along the southwesterly line of said Block 48 a distance of 301.53 feet to the most southerly corner thereof; thence North 19 degrees 36 minutes 15 seconds East, along the southeasterly line of said Block 48, a distance of 160.24 feet to the point of beginning.

Subject to a perpetual easement in favor of the City of Winona for utility purposes, over, under and across that part of said hereinabove described property, also being part of said vacated Front Street and said Lots 3 and 4, Block 49, lying northeasterly of the following described line and its extensions:

Commencing at said most westerly corner of Common Interest Community No. 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along said northwesterly line of Common Interest Community No. 12, a distance of 151.53 feet to the point of beginning of the line to be herein described; thence North 69 degrees 04 minutes 33 seconds West, 31.47 feet; thence North 63 degrees 20 minutes 54 seconds West, 35.51 feet; thence North 72 degrees 10 minutes 03 seconds West, 74.23 feet; thence North 57 degrees 51 minutes 13 seconds West, 164.36 feet to said southeasterly line of Minnesota Department of Transportation Right of Way Plat No. 85-35, and said herein described line there terminating.

Together with an easement for the purpose of ingress and egress and utilities over, under and across that part of said Common Interest Community No. 12, Rivers Edge Condominium, described as follows:

Beginning at said most westerly corner of Common Interest Community No. 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along said northwesterly line of Common Interest Community No. 12, a distance of 35.00 feet;

thence South 70 degrees 07 minutes 31 seconds East, 33.03 feet; thence South 17 degrees 40 minutes 53 seconds East, 31.54 feet; thence South 19 degrees 52 minutes 29 seconds West, 10.00 feet to the southwesterly line of said Common Interest Community No. 12; thence North 70 degrees 07 minutes 31 seconds West, along said southwesterly line, 52.13 feet to the point of beginning.

2. The undersigned parties affirm to the Court that this Stipulation constitutes the stipulation of the parties in this matter. The parties agree that a judgment in this case may be entered without further notice or hearing.

3. This Stipulation may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument.

Fastenal Company Purchasing

By: _____
Dana Johnson
Its: Vice President of Corporate Real Estate

STREATER & MURPHY, P.A.

By: _____
Cindy K. Telstad
Atty. Regis. No. 170227
111 Riverfront, Suite 301
P.O. Box 310
Winona, Minnesota 55987-0310
(507) 454-2925
ctelstad@streaterlaw.com
Attorney for Fastenal Company Purchasing

City of Winona

By: _____
Mark F. Peterson

Its: Mayor

By: _____
Monica Hennessy Mohan

Its: City Clerk

FLAHERTY & HOOD, P.A.

By: _____
Christopher M. Hood

Atty. Regis. No. _____

525 Park Street, Suite 470

Saint Paul, Minnesota 55103

(651) 225-8840

cmhood@flaherty-hood.com

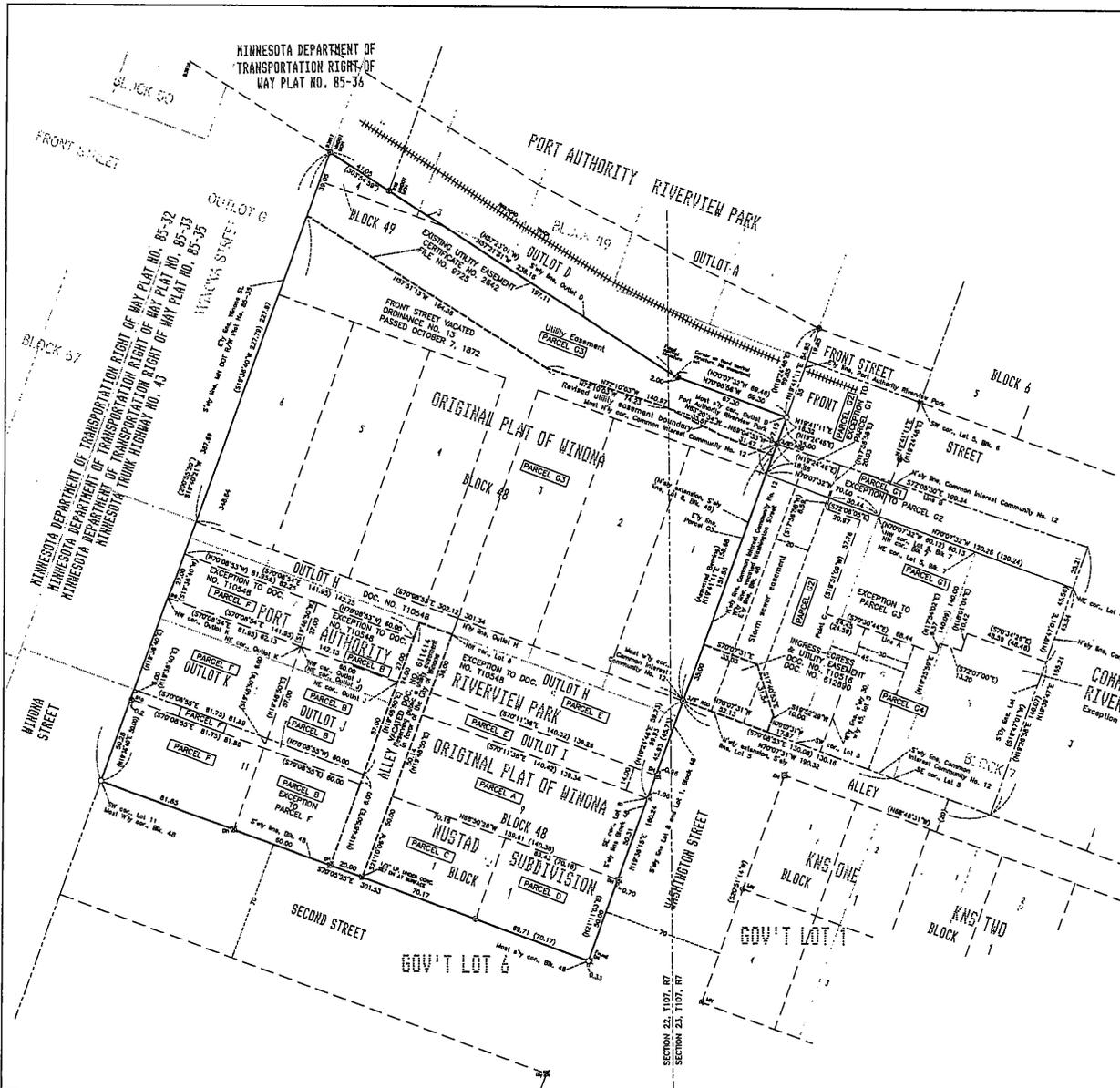
Attorney for City of Winona

(Remainder of page intentionally left blank.)

Hiawatha Broadband Communications, Inc.

By: _____

Its: _____



PROPOSED LEGAL DESCRIPTION

Part of Lots 3 and 4, Block 48, all of Block 48 including the vacated alley contained therein; and part of vacated Front Street; all in the original plat of Winona (including part of Outlot H, and all of Outlots I, and K, Port Authority Riverview Park; and including Nustad Subdivision), all in Winona County, Minnesota, described as follows:

Beginning at the most westerly corner of Common Interest Community Number 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along the northerly line of said Common Interest Community Number 12, a distance of 158.68 feet to the most northerly corner thereof; thence continue North 19 degrees 41 minutes 11 seconds East, along the northerly extension of said northerly line, 16.32 feet to the most southerly corner of Outlot D, said Port Authority Riverview Park thence North 70 degrees 06 minutes 56 seconds West, along the southwesterly line of said Outlot D, 89.20 feet to a boundary corner on said southwesterly line; thence North 57 degrees 21 minutes 31 seconds West, along said southwesterly line of Outlot D, 238.16 feet to a boundary corner 33817 according to Minnesota Department of Transportation Right of Way Plat No. 85-35; thence South 19 degrees 40 minutes 21 seconds West, along the southeasterly line of said right of way plat, 387.69 feet to the most westerly corner of said Block 48; thence South 70 degrees 05 minutes 25 seconds East, along the southeasterly line of said Block 48 a distance of 301.53 feet to the most southerly corner thereof; thence North 19 degrees 36 minutes 15 seconds East, along the southeasterly line of said Block 48, a distance of 160.24 feet to the point of beginning.

Subject to a perpetual easement in favor of the City of Winona for utility purpose over, under and across that part of said hereinabove described property, also being part of said vacated Front Street and said Lots 3 and 4, Block 48, lying northeasterly of the following described line and its extensions:

Commencing at said most westerly corner of Common Interest Community No. 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along said northwesterly line of Common Interest Community No. 12, a distance of 151.53 feet to the point of beginning of the line to be herein described; thence North 89 degrees 04 minutes 33 seconds West, 314.47 feet; thence North 63 degrees 20 minutes 54 seconds West, 35.51 feet; thence North 72 degrees 10 minutes 03 seconds West, 74.23 feet; thence North 57 degrees 31 minutes 13 seconds West, 164.35 feet to said southwesterly line of Minnesota Department of Transportation Right of Way Plat No. 85-35, and said herein described line there terminating.

Together with an easement for the purpose of ingress and egress and utilities over, under and across that part of said Common Interest Community No. 12, Rivers Edge Condominium, described as follows:

Beginning at said most westerly corner of Common Interest Community No. 12, Rivers Edge Condominium; thence on an assumed bearing of North 19 degrees 41 minutes 11 seconds East, along said northwesterly line of Common Interest Community No. 12, a distance of 35.00 feet; thence South 70 degrees 07 minutes 31 seconds East, 33.03 feet; thence South 17 degrees 40 minutes 53 seconds East, 31.54 feet; thence South 19 degrees 52 minutes 28 seconds West, 10.00 feet to the southwesterly line of said Common Interest Community No. 12; thence North 70 degrees 07 minutes 31 seconds West, along said southwesterly line, 32.13 feet to the point of beginning.

The Original Plat of Winona; Port Authority Riverview Park; Nustad Subdivision; Common Interest Community Number 12, Rivers Edge Condominium; and Minnesota Department of Transportation Right of Way Plat No. 85-35 are all of record and on file in the office of the County Recorder in and for said Winona County.

NOTES:

This survey and legal description were prepared for a pending corrective legal action.

The ingress-egress and utility easement contained in the proposed legal description was revised from the legal description contained in Document No. 110516 and in Document No. 612890 to reference the northwesterly and southwesterly lines of Common Interest Community No. 12, Rivers Edge Condominium.

The utility easement contained in the proposed legal description was revised from the legal description contained in Parcel G3, Document No. 110516 and in Document No. 612890 to reference the northwesterly line of Common Interest Community No. 12, Rivers Edge Condominium.

The property surveyed contains 2.46 acres (107122 square feet), more or less.

Parcels A, B, C, D, E, F, G, H, I, J, K, O3, O4 and O5 are referenced to Document No. 110516 and Document No. 612890, conveyed by Rock LLC to Fastenal Company Purchasing, Document No. 110516 was registered October 2, 2018. Document No. 612890 was filed October 2, 2018.

Document No. 110548 is a conveyance from the Port Authority of Winona to Fastenal Company Purchasing registered December 17, 2018.

For the purpose of this survey, the northwesterly line of Common Interest Community No. 12, Rivers Edge Condominium has an assumed bearing of North 19 degrees 41 minutes 11 seconds East. Based on the Winona County Coordinate System, NAD 1983 (1988 Adjustment), the northwesterly line of Common Interest Community No. 12, Rivers Edge Condominium has a bearing of North 20 degrees 56 minutes 10 seconds East. Based on the above referenced county coordinate system, the most westerly corner of said Common Interest Community No. 12, Rivers Edge Condominium has a coordinate of North 175734.89 feet and East 493893.01 feet.

LEGEND

- Denotes a placed 1"x1/8" iron pipe with plastic cap bearing license number 18886
- ⊕ Denotes a found monument (1/2" iron pipe unless noted)
- ⊕⊕ Denotes a drill hole in concrete set
- ⊕⊕⊕ Denotes a drill hole in concrete found
- ⊕⊕⊕⊕ Denotes a found magnetic nail
- ⊕⊕⊕⊕⊕ Denotes iron pipe
- Dimensions in parentheses () are recorded dimensions

REVISED June 4, 2020. Proposed utility easement boundary and legal description revised

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Orin A. Blumenthal
Orin A. Blumenthal
Minnesota License No. 18886
Date: September 28, 2018

FASTENAL COMPANY PURCHASING
JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
4240 West 5th Street, Winona, MN 55987
(507) 464-4104, FAX (507) 464-2844
blum@jstlmi.com

BK. NA PC. NA W.G.# DRAWING NUMBER
SHEET 1 OF 1 SHEETS 19-263 S-8534

X:\P\18\Winona, Original Plat of Block 48\Fastenal\Fastenal 18-283.dwg

REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: **7**

City Clerk

07/06/20

Item: **Council Concerns**

No. **7.1**

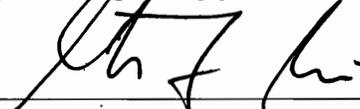
SUMMARY OF REQUESTED ACTION:

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	07/06/20
<i>Item:</i> Consent Agenda		
<i>No.</i> 8.		

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – June 15, 2020

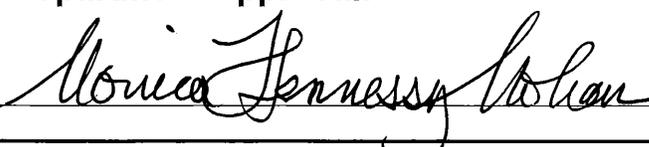
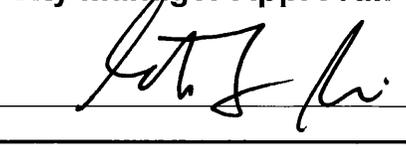
Minutes of the June 15, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

City Clerk: Item No. 8.2: Claim against the City by Matt Loos

Matt Loos has filed a claim against the city for damage to his vehicle. The claim has been forwarded to the League of Minnesota Cities- Insurance Trust, and is on file in the City Clerk's Office.

City Clerk: Item No. 8.3: Claim against the City by John Pampuch

John Pampuch has filed a claim against the city for damage to his vehicle. The claim has been forwarded to the League of Minnesota Cities- Insurance Trust, and is on file in the City Clerk's Office.

Department Approval: 	City Manager Approval: 
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