

## **Winona City Council Zoom Meeting Access and Procedures**

**January 4, 2021**

**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.

This meeting is open to the public via web or phone.

- To join the Zoom Meeting via web, go to: <https://zoom.us/j/869465916>
- enter Meeting ID: 896 465 916 and password **207207**
  
- To join via phone, dial either phone number:  
1-312-626-6799 US (Priority)  
1-646-558-8656 US (Backup)

When prompted, enter the following Meeting ID: 896 465 916

**For participants:**

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



## Winona City Council Agenda

Monday, January 4, 2021

6:30 P.M., Meeting No. 1

City Council Chambers – City Hall

3<sup>rd</sup> Floor - 207 Lafayette Street

**Mayor Scott Sherman**

**1<sup>st</sup> Ward Steve Young**

**2<sup>nd</sup> Ward Eileen Moeller**

**3<sup>rd</sup> Ward Pamela Eyden**

**4<sup>th</sup> Ward George Borzyskowski**

**At-Large Michelle Alexander**

**At-Large Aaron Repinski**

**1. Call to Order – Mayor & City Manager’s Comments – Roll Call**

**2. Required Public Hearings**

**3. Petitions, Requests, Communications**

**City Clerk** 1. Appointment to the Port Authority

**City Manager** 2. Appointment to WinLac 1W1P Policy Committee

**4. Unfinished Business**

**5. New Business**

**City Clerk** 1. Selection of Council President Pro-Tem

**Finance** 2. Renewal for 2021 - Workers’ Compensation and Accident Plan for City Volunteers

**Community Development** 3. Washington Crossing Partial Release of Mortgage

**City Manager** 4. Addition of Audioeye to CivicPlus CivicEngage Services

**City Manager** 5. AFSCME Local Union No. 1788 2021 and 2022 Agreement

**City Manager** 6. International Association of Fire Fighters Local #575 (Firefighters) 2021 and 2022 Agreement

**City Manager** 7. International Association of Fire Fighters Local #575 (Fire Captains) 2021 and 2022 Agreement

**City Manager** 8. Law Enforcement Labor Services Local 261 2021 and 2022 Agreement Winona Police Department Sergeants

**Planning** 9. Minnesota Historical and Cultural Heritage Grant Agreement – Lake Park Bandshell Evaluation

**6. Reports of Committees**

**7. Council Concerns**

**City Clerk** 1. Council Concerns

**8. Consent Agenda**

**City Clerk** 1. Approval of Minutes – December 21, 2020

**9. Adjournment**

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department:	Date:
No: 3	City Clerk	01/04/21
<b>Item: Appointment to the Port Authority</b>		
No. 3.1		

## SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Scott Sherman, which is self-explanatory.

January 4, 2021

City Council  
City Hall  
Winona, MN 55987

Dear Council Members:

This letter is to advise that I am this date appointing Council Member Michelle Alexander to the Port Authority. The term for this appointment would be effective January 4, 2021 through December 31, 2022.

I trust that you will approve this appointment.

Sincerely,

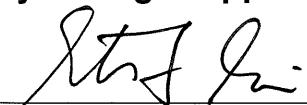


Scott Sherman  
Mayor

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department: <b>City Manager</b>	Date: <b>01/04/21</b>
<b>Item: Appointment to WinLac 1W1P Policy Committee</b>		
<b>No. 3.2</b>		

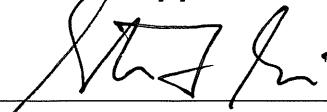
## SUMMARY OF REQUESTED ACTION:

The local government entities within the Mississippi River-Winona La Crescent Watershed are invited to participate in a watershed wide water planning effort referred to as the WinLac One Watershed One Plan (1W1P). The organizing body of this effort is referred to as the Policy Committee, and is comprised of one elected official from each participating entity (10 currently). Each entity is also entitled to an alternate.

Mayor Sherman recommends the appointment of Councilwoman Pam Eyden to serve as the City representative on the Policy Committee.

The formal memorandum of agreement for the WinLac 1W1P is being finalized and should be available for Council review at the next meeting in January. Staff recommends the City appoint a member to the Policy Committee now in case the Planning Committee meets again prior to full ratification of the agreement and to allow the councilmember to have time to prepare. Staff also recommends appointing an alternate now or in the near future. The Policy Committee met in December to familiarize themselves with the one watershed one plan process and history and is planning another meeting for January.

**Department Approval:**



**City Manager Approval:**

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>New Business</b>	Originating Department:	Date
No: <b>5</b>	<b>City Clerk</b>	<b>01/04/21</b>
<b>Item: Selection of Council President Pro-Tem</b>		
<b>No. 5.1</b>		

## SUMMARY OF REQUESTED ACTION:

The City Charter requires that the Council select a president pro-tem every two years, at the first Council meeting in January following a municipal election.

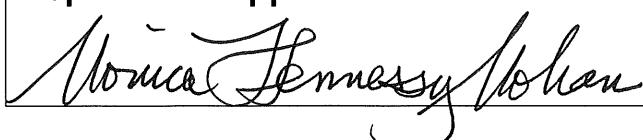
The following is the pertinent section from the City Charter:

2.08 THE MAYOR. The mayor shall be the presiding officer of the council, provided that at the first meeting of the council in the year following the general municipal election, the council shall choose from its members a president pro-tem who shall hold office during the ensuing two years and shall serve as mayor during the disability or absence of the mayor from the city, or in case of a vacancy in the office of mayor, until a successor has been appointed and qualifies.      Ord. No. 3284      03/18/96.

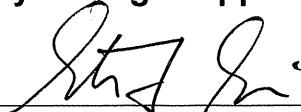
The president pro-tem also serves as a voting member of the city's Board of Equalization.

A motion to appoint one of the Council Members to serve as the president pro-tem would be in order.

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>New Business</b>	Originating Department:	Date
No: <b>5.</b>	<b>Finance</b>	<b>01-04-21</b>
<b>Item: Renewal for 2021 - Workers' Compensation and Accident Plan for City Volunteers</b>		
<b>No. 5.2</b>		

## SUMMARY OF REQUESTED ACTION:

### 1. RENEW – WORKERS’ COMPENSATION

This is a request to select a premium option, for 2021, for the City’s Workers’ Compensation Plan. (This is a group self-insured plan through the League of Minnesota Cities Insurance Trust.) The premium options available, to the City of Winona, are reviewed annually. The proposed 2021 premium is dependent on the City’s next year budgeted payroll, the City’s claims experience from 2019, 2018 and 2017 and the past experience of the other League cities included in the total workers’ compensation pool.

- **The recommendation, from City staff for 2021, is listed below:**
- **Rated Premium Option** (called: Retro Rated Minimum Factor of .164%-2.000%)
  - \$109,290 - \$1,332,810 (Minimum to Maximum premium, which means the premium cost is the minimum amount plus the City’s claims up to the maximum.)
  - The Retro Rated Premium option has been beneficial to the City over the past years

Please note, if the Council would prefer to look at other options, the guaranteed premium (called: Regular Premium Option) would cost \$577,363.

**If the Council concurs with the Staff recommendation to select the Rated Premium Option, at .164%-2.000%, then the following resolution should be adopted:**

### RESOLUTION

Be it resolved by the City Council of the City of Winona, Minnesota, that it approves of the renewal of the premium option called Retro-Rated Minimum Factor (at .164%-2.000%) through the League Insurance Trust for the year 2021, effective January 1. (This resolution would include coverage for elected officials.)

### 2. ACCIDENT PLAN FOR VOLUNTEERS (NOW INCLUDED-WORK COMP PROGRAM)

The 2021 premium is included in the Workers Compensation Program with no additional charge (The accident plan was added, for City volunteers, in 1998. The approximate cost is \$1,100.)

(Attachment)

<b>Department Approval:</b> 	<b>City Manager Approval:</b> 
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**League of Minnesota Cities Insurance Trust**  
Group Self-Insured Workers' Compensation Plan  
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

**Notice of Premium Options for Standard Premiums of \$500,000 - \$700,000**

WINONA, CITY OF  
ATTN: JESSICA WOJAHN - FINANCE DEPT  
PO BOX 378  
WINONA, MN 55987-0378

Agreement No.: WC 1000709\_Q-4  
Agreement Period:  
From: 01/01/2021  
To: 01/01/2022

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium	765,983
Credit	-99,578
Standard Premium	666,405
Deductible Credit	0.00%
Premium Discount	-77,259
Net Deposit Premium	\$589,146
Adjustment for Commission*	-11,783
Total Net Deposit Premium	\$577,363

\*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

**Agent:**  
00388 Winona Agency Inc  
Po Box 919  
Winona, MN 55987-0919

## Notice of Premium Options for Standard Premiums of \$500,000 - \$700,000 (Con't)

### OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. <input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
	589,146	-11,783	577,363

#### 2. Deductible Premium Option

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 666,405. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/> \$250	1.00%	-6,664	582,482	-11,650	570,832
<input type="checkbox"/> \$500	1.70%	-11,329	577,817	-11,556	566,261
<input type="checkbox"/> \$1,000	2.90%	-19,326	569,820	-11,396	558,424
<input type="checkbox"/> \$2,500	5.00%	-33,320	555,826	-11,117	544,709
<input type="checkbox"/> \$5,000	7.50%	-49,980	539,166	-10,783	528,383
<input type="checkbox"/> \$10,000	10.50%	-69,973	519,173	-10,383	508,790
<input type="checkbox"/> \$25,000	17.00%	-113,289	475,857	-9,517	466,340
<input type="checkbox"/> \$50,000	22.50%	-149,941	439,205	-8,784	430,421

#### 3. Retrospective Rates Premium Option

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.281 %	187,260	1.300 %	866,326
<input type="checkbox"/>	0.233 %	155,272	1.500 %	999,608
<input type="checkbox"/>	0.164 %	109,290	2.000 %	1,332,810

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in divident distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Notice of Premium Options for Standard Premiums of \$500,000 - \$700,000  
(Con't)**

**CONTINUATION SCHEDULE FOR QUOTATION PAGE**

<b>REMUNERATION</b>	<b>RATE</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>EST. PREM</b>
53,607	11.44	5192	PARKING METER READERS	6,133
715,120	10.41	5506	STREET CONSTRUCTION	74,444
69,580	6.13	7403	AIRPORT OPERATIONS	4,265
522,168	4.38	7520	WATERWORKS	22,871
767,710	5.25	7580	SEWEAGE DISPOSAL PLANT	40,305
2,141,227	8.18	7716	FIREFIGHTERS (NOT VOLUNTEER)NON SMOKING	175,152
3,383,055	8.26	7720	POLICE	279,440
36,489	3.04	7722	POLICE RESERVES	1,109
202,531	4.90	8227	CITY SHOP & YARD	9,924
539,706	0.82	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	4,426
771,436	0.82	8810	CLERICAL OFFICE EMPLOYEES NOC	6,326
55,607	2.99	8831	ANIMAL CONTROL	1,663
122,731	7.76	9015	BUILDINGS-OPER BY OWNER	9,524
388,800	2.86	9063	COMM. CENTERS-ALL EMPLOYEES & CLERICAL	11,120
50,680	6.60	9101	PUBLIC LIBRARY OR MUSEUM-ALL OTHER EMPLOYEES	3,345
1,508,790	6.31	9102	PARKS	95,205
15,866	6.28	9156	CITY BAND	996
2,804,702	0.70	9410	MUNICIPAL EMPLOYEES	19,633
18,200	0.56	9411	ELECTED OR APPOINTED OFFICIALS	102
Manual Premium				765,983

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>New Business</b>	Originating Department:	Date
No: <b>5</b>	<b>Community Development</b>	<b>1/4/21</b>
<b>Item: Washington Crossing Partial Release of Mortgage</b>		
<b>No. 5.3</b>		

## SUMMARY OF REQUESTED ACTION:

### Background:

Metro Plains acquired the former Winona Middle School at 166 and 218 West Broadway in 2002. Washington Crossing was completed in 2004 and was a renovation project that provided market rate and affordable rental units in Winona. The \$6 million project provided 22 market rate and 44 affordable rental units in Winona. The Auditorium was never included in the plans for renovation and many meetings and uses were discussed for the use of the Auditorium however they did not come to fruition.

The City assisted in the renovation with Small Cities Development Block Grant (SCDP) funds. A City 30 year deferred loan was made and secured by a mortgage in the amount of \$588,000. The Port Authority also assisted with a \$300,000 loan also secured by a mortgage.

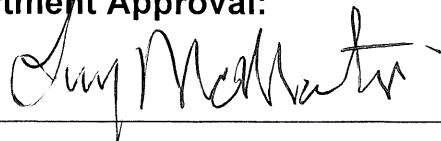
### Requested Action

A plat was developed to separate the auditorium portion of the building from the rest of Washington Crossing. The plat is titled Main Square Annex and the proposed use is to construct a parking structure on the site. Metro Plains has requested a partial release of the mortgage since they are selling the auditorium to Main Square. This partial release does not affect the Loan Agreement or Promissory Note, which remain in place, unchanged.

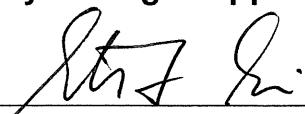
The City Attorney has prepared the partial release of Mortgage for City Council review and action. Staff recommends approval of the partial release of mortgage.

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

**Department Approval:**



**City Manager Approval:**



(Top 3 inches reserved for recording data)

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**PARTIAL RELEASE OF MORTGAGE**

DATE: \_\_\_\_\_, 20\_\_\_\_\_

FOR VALUABLE CONSIDERATION, the following legally described real property located in Winona County, Minnesota:

Lot 1, Block 1, Main Square Annex, according to the recorded plat thereof, Winona County, Minnesota

*Check here if all or part of the described real property is Registered (Torrens)*

is hereby released from that certain lien of the Mortgage, owned by the undersigned, dated October 9, 2003, executed by MDI Limited Partnership #78, as Mortgagor, to the City of Winona, as Mortgagee, and recorded on October 20, 2003, as Document Number 478995, in the Office of the County Recorder of Winona County, Minnesota.

MORTGAGEE:

**CITY OF WINONA**

By: \_\_\_\_\_  
Scott D. Sherman  
Its: Mayor

By: \_\_\_\_\_  
Monica Hennessy Mohan  
Its: City Clerk

STATE OF MINNESOTA    )  
                          ) ss.  
COUNTY OF WINONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by Scott D. Sherman, as Mayor, and by Monica Hennessy Mohan, as City Clerk, of  
the City of Winona, a municipal corporation under the laws of the State of Minnesota,  
Mortgagee.

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Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

# REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5.**

**City Manager**

**01/04/2021**

**Item: Addition of Audioeye to CivicPlus CivicEngage Services**

**No. 5. 4**

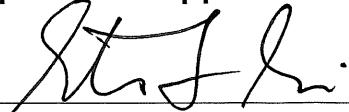
## SUMMARY OF REQUESTED ACTION:

The City invested in a new website platform with CivicPlus in 2020. Fifteen employees were trained on how to update and post website content. The website vendor provided best practices training for accessibility compliance for a specific point in time. The new website went live in September 2020 and met accessibility standards when it was launched. As we continue to make updates and add pages, this service will ensure we continue to meet accessibility standards.

AudioEye runs in the background of the website to automatically detect content accessibility and will alert employees making content if there is an accessibility issue before it is posted for public viewing. Similarly, the program will also alert page creators if any content has fallen out of compliance and provide access to resources to assist with making updates.

If the Council concurs, a motion to authorize the City Manager to execute a change to the existing life and accidental death benefit policy would be in order.

Department Approval:



City Manager Approval:

1/4/2021



**AUDIOEYE MANAGED  
FOR CIVICENGAGE  
STATEMENT OF WORK**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the CivicEngage Statement of Work (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Winona, MN ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

**Client**

**CivicPlus**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_  
(Print)

**Name:** \_\_\_\_\_  
(Print)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**1. TERM**

The duration of this AudioEye Platform Subscription and SOW shall be co-termed and aligned with Client's CivicEngage Agreement, commencing on or about the Effective Date.

## 2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product		Subscription Cost
AudioEye Managed		\$3,500 per domain
<b>Total Subscription Cost*</b>		<b>\$3,500 per domain*</b>

\*Recurring subscription pricing is subject to an annual 5% increase.

*This Scope of Work is valid through (or up to) 60 days from December 16, 2020.*

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost. All renewal years Total Subscription Cost shall be invoiced on the date of Client's current CivicEngage billing schedule. If needed, CivicPlus will pro-rate Client's first year's Total Annual Subscription Cost to match up with Client's current CivicEngage billing schedule.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
<u><a href="https://www.cityofwinona.com/">https://www.cityofwinona.com/</a></u>

### **3. CONTACT INFORMATION**

#### **Technical Contact Information**

Client will identify a project lead to function as a single point of contact for the project.

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

#### **Billing Contact Information**

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

**Billing Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Billing Address 1:** \_\_\_\_\_  
*(if different from Corporate Address provided with MSA)*

**Contact Email:** \_\_\_\_\_ **Billing Address 1:** \_\_\_\_\_  
*(if different from billing email address provided above)*

**City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_

**Payment Method:** \_\_\_\_\_

*All payments shall be made in accordance with the terms and conditions of the Agreement.  
Invoices will be expressed in US Dollars (USD).*

## STATEMENT OF WORK

### APPENDIX A

#### Package Features / Services

##### **AudioEye Managed**

###### **Activation**

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

##### **AudioEye Managed**

Features/Services	Details
<b>WCAG Accessibility Reports</b>	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
<b>Automated Global Remediations</b>	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
<b>Monitoring</b>	Ongoing evaluation and continuous WCAG testing.
<b>Accessibility Toolbar</b>	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
<b>Certification Statement</b>	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
<b>Accessibility Statement (if applicable)</b>	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
<b>Training (On-Demand Webinar Archive)</b>	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

<b>Live Training Webinars</b>	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
<b>Manual Assistive Technology Testing</b>	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
<b>Site Remediation</b>	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
<b>Sustainable Testing &amp; Remediation Plan</b>	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

## International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People's Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

## 4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

## **5. ASSUMPTIONS**

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3<sup>rd</sup> party content.

## **6. CLIENT RESPONSIBILITIES**

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

## **7. CHANGE CONTROL PROCEDURES**

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

# REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> <b>New Business</b>	<i>Originating Department:</i> <b>City Manager</b>	<i>Date</i>
No: <b>5</b>		<b>01/04/21</b>
<b>Item: AFSCME Local Union No. 1788 2021 and 2022 Agreement</b>		
<b>No. 5.5</b>		

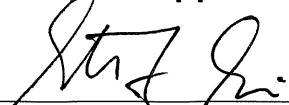
## SUMMARY OF REQUESTED ACTION:

I am recommending to the City Council a new labor agreement with Minnesota Council 65, American Federation of State, County and Municipal Employees AFL-CIO Local Union No. 1788 (AFSCME), for 2021 and 2022. The agreement approved by AFSCME includes the following:

- Placement in the City of Winona Base Pay Structure (BPS) for January 1, 2021 through December 31, 2022;
- The BPS includes a 2.5% increase in 2021 and an additional 2.5% increase in 2022;
- Increase of life insurance by \$5,000 to \$20,000;
- Clarification of eligibility for sick and funeral leave;
- Memorandum of Understanding clarifying the step increases in the BPS; and
- Memorandum of Understanding to implement a revised vacation schedule

If the Council concurs with the proposed labor agreement with AFSCME for 2021 and 2022, the attached resolution should be approved.

**Department Approval:**



**City Manager Approval:**

## RESOLUTION

**WHEREAS**, Minnesota Council 65, American Federation of State, County and Municipal Employees AFL-CIO Local Union No. 1788 is the exclusive representative for certain City of Winona employees;

**WHEREAS**, City of Winona management representatives and Minnesota Council 65, American Federation of State, County and Municipal Employees AFL-CIO Local Union No. 1788 met and negotiated over the terms of a new labor agreement between the parties;

**WHEREAS**, the parties reached a tentative agreement of the terms of a new labor agreement for 2021 and 2022 ("2021-2022 Labor Agreement"), along with Memorandums of Understanding ("MOUs");

**WHEREAS**, the Public Employment Relations Act requires that the City of Winona execute a labor agreement and implement it in the form of an ordinance or resolution; and

**WHEREAS**, the City Council has reviewed the tentative Labor Agreement and MOU.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winona, Winona, Minnesota that it hereby approves the 2021-2022 Labor Agreement and MOUs between the Minnesota Council 65, American Federation of State, County and Municipal Employees AFL-CIO Local Union No. 1788.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Scott D. Sherman  
Mayor

Attest:

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Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

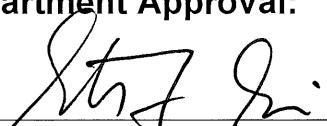
Agenda Section: <b>New Business</b>	Originating Department:	Date
No: <b>5</b>	<b>City Manager</b>	<b>01/04/21</b>
<b>Item: International Association of Fire Fighters Local #575 (Firefighters) 2021 and 2022 Agreement</b>		
<b>No. 5.6</b>		

## SUMMARY OF REQUESTED ACTION:

I am recommending to the City Council a new labor agreement with International Association of Fire Fighters Local #575 (Firefighters), for 2021 and 2022. The agreement approved by IAFF includes the following:

- Placement in the City of Winona Base Pay Structure (BPS) for January 1, 2021 through December 31, 2022;
- The BPS includes a 2.5% increase in 2021 and an additional 2.5% increase in 2022;
- Increase life insurance by \$5,000 to \$20,000;
- Clarification of eligibility for sick leave and funeral leave
- Increase in uniform allowance to \$1,100 in 2022;
- Increase in paramedic pay to \$3,000 in 2021 and 2022;
- Memorandum of Understanding for negotiation and grievance proceedings;
- Memorandum of Understanding for temporary work schedule change;
- Memorandum of Understanding for out of position pay
  - Wage differential increase 50 cents per hour in 2021 to \$3.00 per hour
- Memorandum of Understanding clarifying steps in the base pay structure.
- Memorandum of Understanding to implement a revised vacation schedule.

If the Council concurs with the proposed labor agreement with IAFF for 2021 and 2022, the attached resolution should be approved.

Department Approval:	City Manager Approval:
	

## RESOLUTION

**WHEREAS**, International Association of Fire Fighters Local #575 (Firefighters) is the exclusive representative for certain City of Winona employees;

**WHEREAS**, City of Winona management representatives and International Association of Fire Fighters Local #575 (Firefighters) met and negotiated over the terms of a new labor agreement between the parties;

**WHEREAS**, the parties reached a tentative agreement of the terms of a new labor agreement for 2021 and 2022 ("2021-2022 Labor Agreement"), along with Memorandums of Understanding ("MOUs");

**WHEREAS**, the Public Employment Relations Act requires that the City of Winona execute a labor agreement and implement it in the form of an ordinance or resolution; and

**WHEREAS**, the City Council has reviewed the tentative Labor Agreement and MOUs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winona, Winona, Minnesota that it hereby approves the 2021-2022 Labor Agreement and MOUs between the International Association of Fire Fighters Local #575 (Firefighters).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Scott D. Sherman  
Mayor

Attest:

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Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
No: 5	City Manager	01/04/21
<b>Item: International Association of Fire Fighters Local #575 (Fire Captains) 2021 and 2022 Agreement</b>		
No. 5.1		

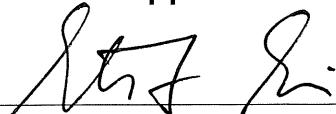
## SUMMARY OF REQUESTED ACTION:

I am recommending to the City Council a new labor agreement with International Association of Fire Fighters Local #575 (Fire Captains), for 2021 and 2022. The agreement approved by IAFF includes the following:

- Placement in the City of Winona Base Pay Structure (BPS) for January 1, 2021 through December 31, 2022;
- The BPS includes a 2.5% increase in 2021 and an additional 2.5% increase in 2022;
- Increase life insurance by \$5,000 to \$20,000;
- Clarification of eligibility for sick leave and funeral leave;
- Increase in uniform allowance to \$1,100 in 2022;
- Increase in paramedic pay to \$3,000 in 2021 and 2022;
- Memorandum of Understanding for negotiation and grievance proceedings;
- Memorandum of Understanding for temporary work schedule change;
- Memorandum of Understanding clarifying steps in the base pay structure.
- Memorandum of Understanding to implement revised vacation schedule.

If the Council concurs with the proposed labor agreement with IAFF for 2021 and 2022, the attached resolution should be approved.

Department Approval:



City Manager Approval:

## RESOLUTION

**WHEREAS**, International Association of Fire Fighters Local #575 (Fire Captains) is the exclusive representative for certain City of Winona employees;

**WHEREAS**, City of Winona management representatives and International Association of Fire Fighters Local #575 (Fire Captains) met and negotiated over the terms of a new labor agreement between the parties;

**WHEREAS**, the parties reached a tentative agreement of the terms of a new labor agreement for 2021 and 2022 ("2021-2022 Labor Agreement"), along with Memorandums of Understanding ("MOUs");

**WHEREAS**, the Public Employment Relations Act requires that the City of Winona execute a labor agreement and implement it in the form of an ordinance or resolution; and

**WHEREAS**, the City Council has reviewed the tentative Labor Agreement and MOUs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winona, Winona, Minnesota that it hereby approves the 2021-2022 Labor Agreement and MOUs between the International Association of Fire Fighters Local #575 (Fire Captains).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Scott D. Sherman  
Mayor

Attest:

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Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>New Business</b>	Originating Department:	Date
No: 5	<b>City Manager</b>	<b>01/04/21</b>
<b>Item: Law Enforcement Labor Services Local 261 2021 and 2022 Agreement Winona Police Department Sergeants</b>		
<b>No. 5.</b>		

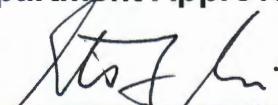
## SUMMARY OF REQUESTED ACTION:

I am recommending to the City Council a new labor agreement with the LELS Local 261, Winona Police Department Sergeants, for 2021 and 2022. The agreement approved by LELS Local 261 includes the following:

- Placement in the City of Winona Base Pay Structure (BPS) for January 1, 2021 through December 31, 2022;
- The BPS includes a 2.5% increase in 2021 and an additional 2.5% increase in 2022;
- \$25 increase in clothing allowance in 2022;
- \$0.05 per hour increase in night shift differential pay from \$0.85 to \$0.90 per hour in 2022;
- Increase of basic life insurance by \$5,000 to \$20,000;
- Clarification of eligibility for sick and funeral leave;
- Memorandum of Understanding clarifying the step increases in the BPS; and
- Memorandum of Understanding to implement new vacation accrual schedule;

If the Council concurs with the proposed labor agreement with LELS, Local 261, Sergeants, for 2021 and 2022, the attached resolution should be approved.

**Department Approval:**



**City Manager Approval:**

## RESOLUTION

**WHEREAS**, Law Enforcement Labor Services Local 261 (Sergeants) is the exclusive representative for certain City of Winona employees;

**WHEREAS**, City of Winona management representatives and Law Enforcement Labor Services Local 261 (Sergeants) met and negotiated over the terms of a new labor agreement between the parties;

**WHEREAS**, the parties reached a tentative agreement of the terms of a new labor agreement for 2021 and 2022 ("2021-2022 Labor Agreement"), along with a Memorandum of Understanding ("MOU");

**WHEREAS**, the Public Employment Relations Act requires that the City of Winona execute a labor agreement and implement it in the form of an ordinance or resolution; and

**WHEREAS**, the City Council has reviewed the tentative Labor Agreement and MOU.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winona, Winona, Minnesota that it hereby approves the 2021-2022 Labor Agreement and MOU between the Law Enforcement Labor Services Local 261 (Sergeants).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Scott D. Sherman  
Mayor

Attest:

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Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>New Business</b>	Originating Department:	Date
No: 5	Planning	1/4/2021
<b>Item: Minnesota Historical and Cultural Heritage Grant Agreement – Lake Park Bandshell Evaluation</b>		
<b>No. 5.9</b>		

## SUMMARY OF REQUESTED ACTION:

In accordance with the duties of the Heritage Preservation Commission to evaluate and nominate the historic resources of the City of Winona, the Winona HPC and City Council approved seeking grant funding in 2020 to evaluate the Lake Park Bandshell for eligibility for the National Register of Historic Places (NRHP).

The City of Winona has been awarded a Minnesota Historical and Cultural Heritage Grant by the Minnesota Historical Society for the City of Winona to hire a consultant to complete the eligibility determination for the Lake Park Bandshell. The grant totals \$6,000 and will be matched by \$1,500 within the 2020 budget encumbered to 2021 for the Winona HPC and staff time.

An eligibility evaluation is the first step in potential designation on the NRHP. A successful determination of eligibility would enable a future grant project to nominate the Lake Park Bandshell to the NRHP. Designation on the National Register of Historic Places is an honor and also enables potential grant or tax credit funding avenues for the historical resource. The completion of a nomination under current State Historic Preservation Office deadlines will likely coincide in a timely manner with the bandshell's 100<sup>th</sup> anniversary.

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

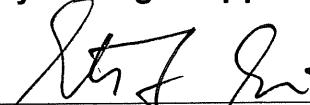
### Attachments:

- Resolution entering into grant agreement
- Minnesota Historical and Cultural Heritage Grant Agreement

Department Approval:



City Manager Approval:



## RESOLUTION

### AUTHORING EXECUTION OF MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

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

**WHEREAS**, the Minnesota Historical and Cultural Heritage Grants are made available to eligible communities for the evaluation and nomination of eligible properties to the National Register of Historic Places; and

**WHEREAS**, the Winona Heritage Preservation Commission has identified the Lake Park Bandshell, as a preservation priority and sought grant funding to complete an evaluation of the site for eligibility to the National Register of Historic Places; and

**WHEREAS**, the City of Winona has applied for and been awarded a Minnesota Historical and Cultural Heritage Grant for the evaluation of the Lake Park Bandshell.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Scott Sherman  
Mayor

Attest:

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Monica Hennessy Mohan  
City Clerk

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE  
345 KELLOGG BOULEVARD WEST  
SAINT PAUL, MINNESOTA 55102

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

**City of Winona** (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of **\$6,000** from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: ***Winona Lake Park Bandshell National Register Evaluation*** (MNHS Grant Number: **2010-25236**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$1,500.00 as specified in the application.

All grant activities must occur between the project start date and completion date. The start date will be 01/01/2021. This grant will conclude 01/01/2022. This Project Completion Date is the date by which all project work must be completed.

The Grantee agrees to administer the grant in compliance with the following provisions:

1. ASSURANCES

- a. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- b. The Grantee must follow Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- c. The Grantee agrees that this project will be administered and conducted in accordance with the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983), the Historic and Architectural Survey Manual (June 2017), and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
- d. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- e. Pursuant to 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Historic Preservation Corps, or an organization carrying out similar work.
- f. The Grantee will acknowledge the support of the Society in materials produced and in programs or presentations financially supported by the Society. If intellectual property is created, the parties will discuss the allocation of ownership and use rights.
- g. Copyright to copyrightable materials, including computer software, shall vest in the Grantee with a non-transferable royalty-free license to the Society for its non-commercial use. The Grantee shall grant the Society an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- h. Except for (a) the above limitation, (b) the Grantee's right to control publication of its own research results, (c) patented and patent-pending property and (d) the Grantee's

confidential information, the Society will have the free, irrevocable, non-exclusive unlimited right to use any research results collected by the Grantee for any purpose.

- i. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 129D.17 for the Arts and Cultural Heritage Fund.

## 2. FINAL REPORTS AND PROJECT PRODUCTS

- a. The final report and project products are due within 30 days after the project completion date
- b. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- c. The Final Product(s) to be uploaded with the final report are: **Electronic copy of a SHPO standardized inventory form for each surveyed property** (<https://mn.gov/admin/shpo/identification-evaluation/manual/>) and **National Register property evaluation**.

## 3. COST PRINCIPLES AND LIMITATION

- a. Only the items set forth in the Approved Project Budget (see **Attachment A**) may be charged against the grant project.
- b. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon written request by the Grantee and written approval by the Society.
- c. Changes in the Approved Project Budget may not exceed twenty (20) percent of the Approved Project Budget. Changes that occur after the project begins which exceed twenty (20) percent will not be allowed except upon written request by the Grantee and written approval by the Society.
- d. Changes in the Project Completion Date will not be allowed except upon written request by the Grantee and written approval by the Society.
- e. All work will conform to the Secretary of the Interior's Standards as outlined in the approved Scope of Work Form. Any change to the Scope of Work Form after it is approved must be requested in writing and approved by the Grants Office.
- f. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

## 4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- b. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- c. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- d. Support documentation of the procurement process utilized to contract services and/or materials must be maintained by the grantee and are subject to examination by Minnesota Historical Society, its designated representatives, or any applicable agency of the State of Minnesota for a minimum of six (6) years from the approval date of the Final Report.

## 5. MAINTAINING GRANT RECORDS FOR AUDIT

- a. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts (including documentation of the procurement process) for this project on file for a minimum of six (6) years after approval of the Final Report.
- b. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- c. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the Society, its designated representatives, or any applicable agency of the State of Minnesota.

#### 6. ACKNOWLEDGEMENT OF SUPPORT

- a. For restoration/preservation grant projects, the Grantee agrees to post a sign during project work stating: This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.
- b. All publicity releases, informational brochures, and public reports relating to an approved grant project shall contain an acknowledgment as follows: This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions, or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee.

#### 7. HOLD HARMLESS

- a. The Grantee agrees to hold the Society *harmless from any loss, damage, or expense*—including reasonable attorneys' fees and other costs of defense—arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project; or,
- b. Each party will be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736 and other applicable laws.

#### 8. MODIFICATION

No person or body other than the Society is authorized to modify any of the terms of this agreement, including the scope of performance and cost limitations herein established. The Society shall not be liable for any costs incurred by the Grantee, which are not in conformance with the terms of this agreement

#### 9. NONDISCRIMINATION

- a. The Grantee agrees that in the hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by

reason of race, creed, color religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.

- b. The Grantee agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## 10. DISALLOWANCES

Any cost paid for with grant funds which is subsequently found to be disallowable under audit shall be refunded to the Society by the Grantee.

## 11. CANCELLATION

The Society may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the Grantee has materially breached any term or condition of this agreement. Grantees will be given a 30-day notice. In lieu of cancellation, Grantees may be given proposed remedies to ensure the successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the Society may withhold proceeds of the Grant; demand that the Grantee return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the Grantee hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

## 12. SPECIAL CONDITIONS

The Society may require special conditions to ensure that the project meets applicable standards. Conditions must be worked sequentially as listed below.

1. Prior to submission of the grant final report, Grantee must submit a draft of the inventory form and National Register evaluation at 75% completion to the Grants Office for review, comment, and possible edit. (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

**Certification:**

We have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

**Signatures:**

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Project Director

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Date

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Authorized Officer

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Date

MINNESOTA HISTORICAL SOCIETY  
Heritage Preservation Department  
Minnesota Historical and Cultural Heritage Grants  
Approved Project Budget

Grantee: City of Winona  
MNHS Grant #: 2010-25236  
Project: Winona Lake Park Bandshell National Register Evaluation

	Budget Item	Amount Requested	Grant Amount	Match
1.	Consultant Services	\$6,000.00	\$6,000.00	\$1,500.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
<b>TOTAL</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$1,500.00</b>

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Council Concerns</b>	Originating Department:	Date:
No: <b>7</b>	<b>City Clerk</b>	<b>01/04/21</b>
<b>Item: Council Concerns</b>		
No. <b>7.1</b>		

## SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: **Consent Agenda**

Originating Department:

Date:

No: **8**

**City Clerk**

**01/04/21**

**Item: Consent Agenda**

**No. 8.**

## SUMMARY OF REQUESTED ACTION:

**City Clerk: Item No. 8.1: Approval of Minutes – December 21, 2020**

Minutes of the December 21, 2020 City Council meeting have been distributed. If the minutes are satisfactory, a motion to approve same would be in order.

**Department Approval:**



**City Manager Approval:**

