

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

**February 1, 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.

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- 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.
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- 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, February 1, 2021

6:30 P.M., Meeting No. 3

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 Heritage Preservation Commission

**City Clerk** 2. Sign and Banner Requests

**City Clerk** 3. Application for On-Sale Intoxicating Liquor Licenses for Sloppy Joe’s Tavern

**City Clerk** 4. Application for On-Sale Intoxicating Liquor Licenses for Kish & Brink Properties, LLC dba Cornerstone Bar

**City Clerk** 5. Massage Therapy License

**Engineering** 6. Request Vacation of the Alley on Block 2 of Plumer’s Addition

**4. Unfinished Business**

**Engineering** 1. Broadway 4 to 3 Lane Conversion Project – Request for Direction

**5. New Business**

**Public Works** 1. Sustainability and Resilience Plan Technical Consultant Selection

**Public Works** 2. One Watershed One Plan Memorandum of Agreement

**Library** 3. Library Children’s Department Water Intrusion Repair Bid Authorization

**Parks & Recreation** 4. City Hall Fire Alarm Control Panel Replacement

**City Manager** 5. Law Enforcement Labor Services Local 75 2021 and 2022 Agreement Winona Police Department Officers

**6. Reports of Committees**

**7. Council Concerns**

**City Clerk** 1. Council Concerns

**8. Consent Agenda**

**City Clerk** 1. Approval of Minutes – January 19, 2021

**9. Adjournment**

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department:	Date:
No: 3	City Clerk	02/01/21
<b>Item: Appointment to the Heritage Preservation Commission</b>		
No. 3.1		

## SUMMARY OF REQUESTED ACTION:

Following is a communication from Mayor Scott D. Sherman.

February 1, 2021

City Council  
City Hall  
Winona, MN 55987

Dear Councilmembers:

This letter is to advise that I am this date appointing Jessica Richards Paolini to serve on the Heritage Preservation Commission. The term would be effective February 2, 2021 and expire on July 17, 2021.

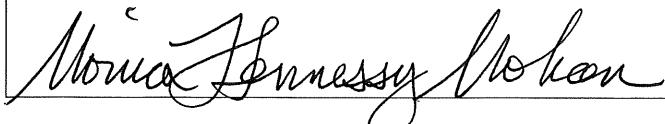
I trust that you will confirm this appointment.

Sincerely,

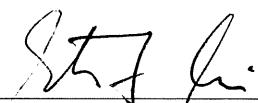


Scott D. Sherman  
Mayor

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department:	Date:
No: 3	City Clerk	02/01/21

**Item: Sign and Banner Requests**

No. **3.2**

## SUMMARY OF REQUESTED ACTION:

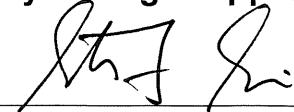
The schedule below is for signs and banners to be posted in January and February. Each of these applicants has paid the City fee of \$25 for a park sign. If Council concurs, a motion to approve the list would be in order.

From:	To:	Event	Lake Park	Central Park
02/01/21	02/16/21	Frozen River Film Fest		X
02/16/21	03/08/21	Master Gardeners Day		X

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

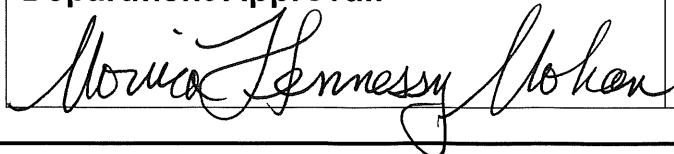
Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department:	Date:
No: 3	City Clerk	02/01/21
Item: <b>Application for On-Sale Intoxicating Liquor Licenses for Sloppy Joe's Tavern</b>		
No. 3.3		

## SUMMARY OF REQUESTED ACTION:

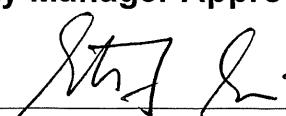
Angela Loshek Fossan has applied for an On-Sale Intoxicating Liquor License and a Sunday On-sale Liquor License for Sloppy Joe's Tavern, located at 526 East Third Street. Ms. Fossan has inherited the property from her father Charles Loshek, who passed away in December. The effective dates of the licenses would be February 2, 2021 through June 30, 2021.

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

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section:	<b>Petitions, Requests, Communications</b>	Originating Department:	Date:
No:	<b>3</b>	<b>City Clerk</b>	<b>02/01/21</b>
Item:	<b>Application for On-Sale Intoxicating Liquor Licenses for Kish &amp; Brink Properties, LLC dba Cornerstone Bar</b>		
No.	<b>3.4</b>		

## SUMMARY OF REQUESTED ACTION:

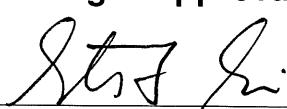
Erica Kish and Chad Brink, owners of Kish & Brink Properties, LLC, doing business as Cornerstone Bar, have applied for an On-Sale Intoxicating Liquor License and a Sunday On-Sale Liquor License for the premises at 501 West 4th Street, formerly known as Steiny's Bar. The effective dates of the licenses would be February 2, 2021 through June 30, 2021.

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

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department: <b>City Clerk</b>	Date: <b>02/01/21</b>
No: <b>3</b>		
<b>Item: Massage Therapy License</b>		
No. <b>3.5</b>		

## SUMMARY OF REQUESTED ACTION:

Amanda Solberg McDougal has submitted an application for a Massage Therapist License. Her primary business location is 1600 Gilmore Avenue, Ste. 100. All of the paperwork is in order, and the license would be effective February 2, 2021 through December 31, 2021. If the Council concurs, a motion to approve the license would be in order.

Department Approval:



City Manager Approval:



# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Petitions, Requests, Communications</b>	Originating Department: <b>Engineering</b>	Date: <b>2/1/2021</b>
No: 3		
<b>Item: Request Vacation of the Alley on Block 2 of Plumer's Addition</b>		
<b>No. 3.6</b>		

## SUMMARY OF REQUESTED ACTION:

St. Martin's Lutheran Church is requesting that the alley on Block 2 of Plumer's Addition be vacated. No easement would be maintained as there are no utilities in the area.

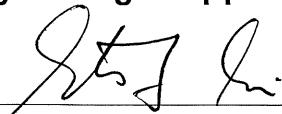
Section 25.26 of the City Code requires that a public hearing be held to give affected property owners a chance to be heard. Council is requested to set the public hearing for Tuesday, February 16<sup>th</sup>, at 6:30 P.M. in the Council Chambers.

Before the street right of way can be vacated, Section 25.26(c) of the City Code requires that administration do an investigation and this report will be provided prior to the public hearing on February 16, 2021.

**Department Approval:**



**City Manager Approval:**





# PROPOSED ALLEY VACATION

## Block 2 - Plumers Addition



**Proposed Alley Vacation Area**



This map was compiled from a variety of sources. This information is provided with the understanding that conclusions drawn from such information are solely the responsibility of the user. The GIS data is not a legal representation of any of the features depicted and any assumptions of the legal status of this map is hereby disclaimed. Imagery from 2020

January 2021

# REQUEST FOR COUNCIL ACTION

Agenda Section: **Unfinished Business**

Originating Department:

Date

No: **4.**

Engineering

02/01/21

**Item: Broadway 4 to 3 Lane Conversion Project – Request for Direction**

No: **4.1**

## SUMMARY OF REQUESTED ACTION:

Due to the fact that a decision wasn't made at the January 19<sup>th</sup> Council meeting regarding this issue, staff again requests guidance before spending the final \$93,000 for design and other work so that project can be put to bid this winter.

Council may direct staff to:

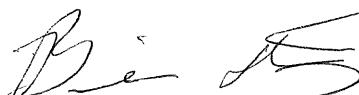
1. Proceed with finishing final plans
2. Modify the design
3. Cease working on the project.
4. Other action.

Currently the plans for this project are 90% completed and approximately \$300,000 has been spent to date on engineering fees. An additional \$93,000 will be spent completing the plans and specifications for the project and preparing for bidding it out. These engineering fees are completely reimbursable if the project is constructed, but the City would have to pay any engineering fees spent already out of City finances if the project is not constructed. The City must have all items submitted to MnDOT for review by the end of February. This project is on track to be bid in the spring and constructed in the summer of this year.

The pre-council presentation covered the aspects of the project and the conditions on the Federal Grants that were received. If Council directs staff to abandon this project we will inform the granting authorities that we are declining and returning the \$1 million AID grant and the \$900,000 TAP grant. The City would save all or part of the remaining \$93,000 that is anticipated to be spent getting the project ready for bid. The nearly \$50,000 already spent on surveying the corridor can be used for future sidewalk, pedestrian ramp and other projects in along Broadway.

City staff requests that the council direct staff to either continue with the project, modify the project, or cease all work on the project. If no clear direction is given, staff will proceed to complete the engineering design work so the project can be put out for bid this winter.

**Department Approval:**



**City Manager Approval:**



# REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Public Works	02/01/21
<b>Item: Sustainability and Resilience Plan Technical Consultant Selection</b>		
No. 5.1		

## SUMMARY OF REQUESTED ACTION:

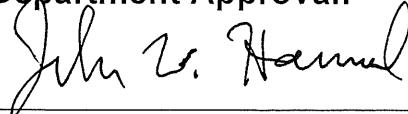
The City of Winona received five proposals to the Sustainability Plan Technical Consultant RFP. The proposals were evaluated independently by city staff and a steering committee of community members. The proposals were scored based on four categories scored out of 100 points: technical expertise (30 points), experience (25 points), timeline alignment (25 points), and budget (20 points). Two proposals from Minnesota based firms emerged as the top choices with very similar rankings: LHB/Great Plains Institute (93.25 points) and the Center for Energy and Environment (CEE) (94 points). Price differences between the two consultants was small (\$494) given a not to exceed figure of \$51,000 was stated in the RFP. In order to decide on a recommendation, staff and the steering committee interviewed both firms and contacted their references, which were all positive.

Following the interviews, it was a near unanimous decision that CEE would be the best fit for Winona's needs due to their extensive technical expertise, willingness to address unique equity issues, and a history of their previous work leading to concrete results. The parallels of CEE's work on Rochester's Sustainability Plan factored in as a clear benefit to the City of Winona. The last noteworthy factor is CEE that worked with Winona for our Xcel Partners in Energy program and planning.

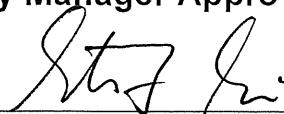
Funding for this plan comes from the Natural Resources/Storm Sewer operating budget including \$34,500 dollars encumbered from the 2020 budget. A state grant of \$ 7,725 as well as the time and effort of our GreenCorps member will aid in the plan's development. Our GreenCorps member's term ends in mid-August 2021, which necessitates action this winter and spring to maximize her effectiveness. Outreach and engagement of the plan development will be led by Engage Winona. Precise budget details are being worked out on the outreach and engagement budget, but is likely to be around seven thousand dollars.

If Council concurs with selecting CEE as the technical consultant, a motion for staff to prepare a standard City contract would be appropriate.

Department Approval:



City Manager Approval:



## **Response to City of Winona's Request for Proposals for Environmental Sustainability Plan Technical Consulting Services**

Center for Energy and Environment  
December 18, 2020

## **Response to City of Winona's Request for Proposals for Environmental Sustainability Plan Technical Consulting Services**

### **Table of Contents**

Introduction .....	1
Our Team .....	2
Scope of Services .....	3
Project Timeline .....	8
Team Qualifications .....	9
Sample Work .....	16
Fees and Compensation .....	22
Appendix A: Subcontractor Letters of Commitment .....	23
Appendix B: Sample Reports .....	26

#### **Submitted by:**

Center for Energy and Environment  
212 3rd Ave N  
Suite 560  
Minneapolis, MN 55401

#### **Submitted to:**

John Howard  
Natural Resources Sustainability Coordinator  
City of Winona  
PO Box 378  
Winona, MN 55987

# INTRODUCTION

Our project team is well positioned to support the Winona community in creating a citywide sustainability plan. This plan will be a comprehensive repository of strategies to guide Winona's sustainable future. The Center for Energy and Environment (CEE) possesses valuable qualities and experience to support a plan that is mindful of local concerns and values.

## **Mission-based sustainability**

CEE's mission is to discover and deploy the most effective, sustainable solutions that strengthen the economy and improve the environment. This mission resonates throughout our work, from research to program delivery and community planning. Our staff are driven to find the most effective solutions for a healthy, low-carbon economy. This passion and mission-driven mindset will resonate throughout project delivery.

## **Data-driven decision-making**

At the core of our work, CEE facilitates data-driven decision-making processes. We have extensive experience analyzing a variety of public and proprietary data sets and presenting to nontechnical audiences. Working closely with community stakeholders, we help our clients use data to drive decisions and track progress during implementation. We are confident our data expertise will help Winona establish a comprehensive baseline against which to track and measure progress toward the city's sustainability goals.

## **A local team with top subject-matter experts**

We are a local team that understands Minnesota-specific concerns, including our cold climate's impact on resource use, the state's regulatory policy framework, and locally relevant policy opportunities to address greenhouse gas emissions. Moreover, our team has worked across the region to support communities like Winona to create goals and strategies that are tailored to their needs. We understand the importance of a planning process that is focused on and supported by the community, particularly in the interest of successful future implementation.

## **Collaborative project management**

Our team regularly collaborates across multiple organizations and groups, such as local and state governments, utilities, private businesses, and community representatives. We are well versed in a variety of shared project management tools, collaborative work environments, and the importance of clear communication to ensure Winona's Sustainability Plan stays on track and within budget.

## OUR TEAM

### Center for Energy and Environment

CEE is the lead organization on this proposal and will oversee the delivery of technical services, including managing subcontractors. We will lead data analysis and baselining, engagement, and outreach assistance with Engage Winona, and support drafting and finalization of the sustainability plan. CEE will serve as the subject-matter experts on the plan's core areas of materials and waste, energy use, food, and water.

CEE is a mission-driven nonprofit organization with 160 staff members.

CEE has been a leading Minnesota expert on the environment and resource use since 1979, beginning as the Energy Office of Minneapolis, Minnesota. From that community-oriented beginning emerged an independent nonprofit organization, committed to research-based program delivery and conscientious stakeholder engagement. CEE consultants work with communities, government agencies, nonprofit organizations, and utilities to design and implement practical, innovative, and impactful programs. Much of our experience is in implementation and delivery, and we forefront feasibility as we assist communities with planning for a low-carbon future.

In addition to our implementation mindset, CEE has vast experience in community engagement, with a focus on energy and climate planning. Our experience spans research on the environmental cost of sprawl in the Twin Cities to implementation of Xcel Energy's Partners in Energy program in Minnesota, through which we have guided more than 30 communities in Minnesota and Wisconsin in developing and implementing sustainable energy plans. Additionally, we have extensive experience in research and engineering, including more than 45 projects funded by the Minnesota Department of Commerce's Conservation Applied Research and Development (CARD) program in the past decade. And our staff possess a variety of expertise in subjects such as water use and planning, renewable energy potential, land use planning, and materials and waste planning.

### Kristen Larson, Subcontractor

To support the natural systems core area, CEE will subcontract with Kristen Larson, a natural resources manager. Kristen has extensive experience analyzing and interpreting natural resource information, including Minnesota Land Cover Classification System data, Minnesota County

Figure 1. Project team organization and core areas of expertise



Biological Survey data, National Wetland Inventory data, pre-settlement vegetation data, soils data, topography data, and aerial imagery. Kristen is familiar with several data analysis and visualization tools including Geographic Information Systems software, Microsoft Excel, and Tableau. She has experience incorporating a variety of evaluation criteria to customize analysis to the needs of individual communities.

## **Jeremy Phan, Subcontractor**

To support the transportation core area, CEE will subcontract with transportation specialist Jeremy Phan. Jeremy is a transportation specialist with eight years of experience in transit planning and operations, planning, policy development, and transportation engineering. He has worked extensively with transit agencies and municipal governments on several transportation projects. He is an expert using statistical software and GIS to analyze community data, travel behaviors, transit services, and traffic patterns. He has experience preparing and presenting technical materials to different stakeholders to maximize engagement.

## **SCOPE OF SERVICES**

Our services will include data analysis and baselining, engagement and outreach support, and support to draft and develop the final plan. We will work collaboratively with the City of Winona, Engage Winona, the Steering Committee, and other stakeholders to ensure Winona's sustainability plan is inclusive of all feedback and perspectives.

**Figure 2. Plan development scope and roles**



### **Task I: Data Analysis**

#### **Create and Analyze Community Baseline**

CEE's project team will inventory and organize the data sets and plans provided by City staff to create a community data baseline to be used during engagement and outreach, and in the future to measure progress toward achieving goals. All information will be organized into an easy-to-read and accessible format to be referenced by City staff.

The project team will enhance the existing data baseline with additional public data sources based on the team's core areas of expertise and from data sources identified by community

partners, as needed. These data sets may include available information on community energy use, waste production, water consumption, water and air quality, areas of environmental concern, demographics, and modes of transportation. See Figure 3 for example data sources for each core area. In addition, we will review and include any available studies that forecast changes in consumption and growth if those changes could impact the goals of the sustainability plan.

**Figure 3. Example data sources for six core areas**

Materials and Waste	Energy Use	Natural Areas Management	Food	Water	Transportation
<ul style="list-style-type: none"> <li>County Solid Waste Inventory</li> <li>Municipal Solid Waste (MSW) data</li> </ul>	<ul style="list-style-type: none"> <li>Xcel Energy Community Energy Report</li> <li>Greenhouse gas inventory</li> </ul>	<ul style="list-style-type: none"> <li>Minnesota Land Cover Classification System</li> <li>National Wetland Inventory</li> <li>MnGEO LiDAR elevation data</li> </ul>	<ul style="list-style-type: none"> <li>Farmers Market Data</li> <li>USDA Census of Agriculture</li> <li>Minnesota Land Cover Classification System</li> <li>CPS Food Security</li> </ul>	<ul style="list-style-type: none"> <li>Winona Water Utility</li> <li>USGS, DNR, and BWSR watershed data</li> <li>DNR water permits</li> <li>Water Resource Center at Winona State</li> </ul>	<ul style="list-style-type: none"> <li>MnDOT traffic forecasting and analysis</li> <li>Minnesota DMV registration data</li> </ul>

We will also employ cross-cutting data sources such as the American Community Survey, Geospatial Commons, or Minnesota Pollution Control Agency Areas of Environmental Concern.

Using best practices from other cities' sustainability plans, Winona-specific plans such as the Energy Action Plan, Complete Streets Plan, or the County Solid Waste Management Plan, existing tracking platforms such as GreenStep Cities, as well as any new metrics specific to sustainability goals, CEE will identify and define a set of metrics the City should employ to measure sustainability progress. Metrics could include, for example:

- per capita vehicle miles traveled;
- energy consumption by fuel type;
- waste diversion rate;
- percentage of food consumed that is produced within 200 miles; and
- water consumption per capita.

And finally, our team will put this baseline data in context by comparing to similar communities and, when available, showing growth trends in resource use across the city, described below.

## Develop Presentation Materials and Present Data to Steering Committee

The project team will create visual summaries of Winona's sustainability baseline, as well as metrics which have been identified to track progress. We will support the Steering Committee's understanding of the community baseline and metrics in multiple ways:

- **Community benchmarking:** Our group will work with the stakeholder team to identify other communities to serve as appropriate benchmarks for Winona's sustainability performance, and we will collect select baseline data from those communities.
- **Growth trajectory:** Where data are available, we will present the historic change over time (e.g., increase in vehicle miles traveled or change in air or water quality).
- **Strategy development:** Using examples of effective community-based strategies to advance sustainability objects in each of the core areas, the project team will model how groups of recommended strategies would drive progress towards the City's sustainability goals.

These data-driven materials will be presented so both technical and nontechnical audiences can understand the information. The deliverables from this task will ultimately be part of the Sustainability Plan, as described below, in Task 3.

### **Task 1 Deliverables:**

- Quantitative baseline (spreadsheet database)
- Written documentation of data sources and assumptions
- Slideshow presentation describing data analysis, metrics, and past and future trends.
- Model strategy impacts to goals

## **Task 2: Engagement and Outreach Assistance**

To support the outreach being conducted by Engage Winona, CEE will create materials, based on engagement best practices, that can be easily deployed using remote technologies such as Zoom and Padlet, a web-based facilitation tool. Our objective is to make engaging, informative outreach materials that will encourage the community to give valuable input into the goals and vision of Winona's sustainable future. Pulling from the engagement and outreach work we have done during the COVID-19 pandemic, CEE's support will reflect best practices in digital platforms to ensure all of Winona's stakeholders have the opportunity to contribute.

### **Outreach Assistance**

To support Engage Winona, CEE will create two to three public-facing outreach materials to assist in community understanding of the plan. For example:

- A visual describing the relationship between core areas of the sustainability plan;
- A timeline showing the development of the plan and current status; or
- A process diagram to explain when and how community input will be sought.

### **Task 2 Deliverables**

- Slideshow presentation for engagement purposes
- Engagement text and visuals for social media and website

## Task 3: Draft and Develop the Plan

### Assist with Plan Creation

Our team will work collaboratively with City staff to draft chapters of the report so that feedback can be collected and integrated on a rolling basis, with the understanding that collaborators will need to coordinate carefully. City staff will lead in drafting and developing the less technical aspects of the plan.

Our project team will lead development of the following proposed plan sections:

- **Community Baseline:** Quantitative and qualitative explanation of the community's current sustainability baseline.
- **Strategies:** Based on the results of Engage Winona's process, and building from existing plans, this section will detail how the community will make progress toward achieving the goals and vision and will be organized by core area.
- **Implementation timeline:** Sustainability plans are not simply an exercise in reporting on key metrics, nor are they a "set it and forget it" document. The City's plan will reflect next steps in all core areas, in line with Steering Committee recommendations and best practices for each.

### Sustainability Plan Presentations

CEE will present slideshows of the Sustainability Plan to seek feedback and approval from the Steering Committee, City of Winona staff, and City Council. Feedback received from these presentations will be incorporated into subsequent plan drafts.

### Task 3 Deliverables

- Draft Sustainability Plan chapters, transmitted electronically
- Final Sustainability Plan chapters, transmitted electronically
- Summary Document, 4–6-page executive summary of the planning process, baseline, metrics, goals, and implementation timeline
- Three plan slideshow presentations
  - One each to City Council, City staff, and Steering Committee

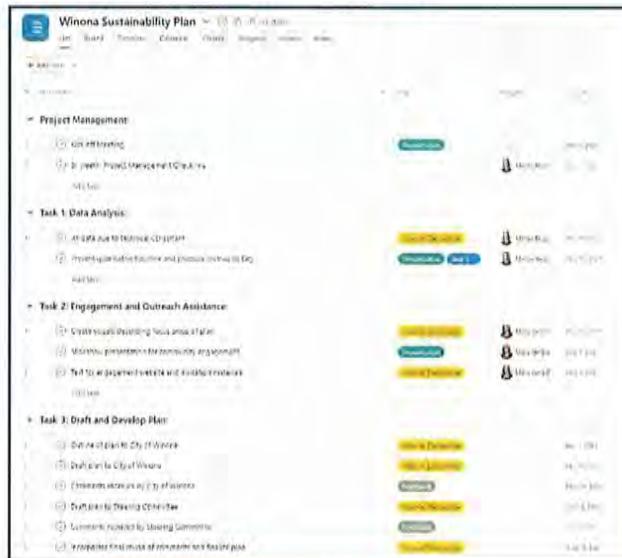
## Project Management

Throughout the planning process, our team will provide project management for the plan technical services, ensuring that the project remains on schedule and within budget. Key components of our project management approach include regular communication among all stakeholders, responsible time management, and collaborative working environments to gather input and feedback.

We have built the following project management assumptions into Tasks 1–3:

- Participation in weekly meetings that include key City of Winona staff, Engage Winona, and CEE staff.
- CEE will prepare inputs to weekly meetings, including providing draft content for the team.
- CEE will provide input to meeting agendas for the Steering Committee, but the City will primarily be responsible for leading the Steering Committee through the planning process to identify goals, strategies, and a vision for Winona's future.

**Figure 4. Example project management board for Winona's sustainability plan**



## PROJECT TIMELINE



## TEAM QUALIFICATIONS

Our team brings a combined 50 years of direct experience in sustainability planning and analysis, with subject matter expertise in energy systems, greenhouse gas accounting, water planning, food systems, transportation, and natural resources management.

### Key Personnel

#### **Jenny Edwards, Director of Planning and Engagement**

*Areas of expertise: Renewable energy, state regulations, sustainable transportation*

Jenny will oversee the team's delivery of services, providing executive project management and ensuring alignment with CEE's mission-driven work. She will provide quality control on project results to ensure client satisfaction.

Jenny possesses a unique combination of technical and facilitation skills, with subject-matter expertise in sustainability planning and technical research. Jenny has been at CEE for over 10 years and leads the organization's planning and engagement activities, which combine applied research, planning, and stakeholder engagement to create well-informed and durable community planning solutions. Jenny has over 15 years' experience in community and stakeholder engagement and energy planning. Her previous work includes positions with Lawrence Berkeley National Lab's Electricity Markets and Policy Group, UC Berkeley's Renewable and Appropriate Energy Lab, and the University of Minnesota's Institute on the Environment. Jenny has a BA in physics from the University of California at Berkeley and a master's in city planning, with a certificate in environmental planning, from the Massachusetts Institute of Technology.

#### **Molly Janis Smith, Assistant Manager, Community Program and Policy**

*Areas of expertise: Greenhouse gas emissions, waste, food systems, local policy*

Molly will serve as lead project manager and be the primary point of contact for the city and Engage Winona teams. She will be the lead author of the final sustainability plan chapters.

Molly is a sustainability generalist with over 15 years' experience in climate change, energy, waste, and food systems. She leads CEE's engagement with the City of Rochester, Minnesota, facilitating Mayor Norton's Sustainability and Resilience Task Force to create a community-based sustainability action plan, which helped that task force win a Minnesota Climate Adaptation Partnership award. A systems thinker with a diverse background, Molly previously consulted in sustainability with federal, state, and local government; organic food; and Fortune 500 clients, specializing in greenhouse gas accounting, climate change strategy, waste management, supply chain sustainability, and carbon offsets. Since joining CEE in February 2018, Molly has been program manager for Energize Saint Paul, a partnership between the City of Saint Paul, local building owners, utilities, and nonprofits, to increase the energy and water efficiency of existing buildings, with a focus on benchmarking. She has an MS in climate and energy sustainability from Antioch University and a BA in political science from Carleton College.

**Marisa Bayer, Program Manager**

*Areas of expertise: Energy, demographic data, land use, zoning, municipal codes, affordable housing, GreenStep Cities*

Marisa will project manage data analysis and presentation tasks, including management of subcontractors. Marisa will support drafting plan chapters.

Marisa oversees planning, strategy implementation, and project management for communities participating in Xcel Energy's Partners in Energy program. She also supports CEE's community energy consulting to help communities throughout Minnesota pursue energy efficient, low-carbon strategies. Marisa has facilitated more than 30 planning workshops and written eight community sustainability and energy action plans. As program manager, Marisa oversees community data analysis and presentation, including managing mapping and spatial analysis of energy and community data. Prior to joining CEE, Marisa worked as the community development coordinator for the City of Eden Prairie and as a program manager for the National Community Stabilization Trust. Marisa has a BA in geography, GIS, and urban studies from the University of Minnesota.

**Rabi Vandergon, Research Analyst**

*Areas of expertise: Clean transportation, greenhouse gas emissions, waste, data visualization*

Rabi will assist with data analysis and presentation tasks, including use of Tableau and other processing software.

Rabi conducts data analysis and works on a variety of research, planning, and engagement projects. He also provides project management support for research implementation. Rabi recently managed the Geotargeted Distributed Clean Energy Pilot in the St. Cloud area. He specializes in the areas of community energy use analysis and electric vehicle planning and analysis. Previously, Rabi worked at Vermont Energy Investment Corporation (VEIC) on projects such as Vermont Solar Pathways, Vermont's Community Energy Dashboard, zero energy modular homes, and management of VEIC's corporate sustainability goals and greenhouse gas accounting. Rabi has a BS and master's in environmental studies from Bemidji State University.

**Deirdre Coleman, Planner**

*Areas of expertise: Water, community engagement*

Deirdre will lead CEE's community engagement support and analysis of water resources.

Deirdre joined CEE in 2019 as a planner and works with the Engagement and Education department on Xcel Energy's Partners in Energy program. Deirdre is a co-chair on CEE's Green Team. She also volunteers with multiple water organizations in Minnesota. Deirdre came to CEE from the nonprofit Freshwater (formerly Freshwater Society), where she conducted community and local government engagement on water conservation and stormwater management. Deirdre has a BA in biology, society, and environment from the University of Minnesota, and is trained in facilitation, having received the 2019 Excellence Award for Volunteer Program Development from the Minnesota Association for Volunteer Leadership.

### **Kristen Larson, Natural Resource Specialist**

*Areas of expertise: native plants, natural ecosystem management and restoration, invasive species, data analysis*

Kristen will analyze and present natural resources data and provide insights for native planting, natural resources, and invasive species management strategies included in the sustainability plan.

Kristen is a natural resource specialist with 15-plus years' experience in natural ecosystem management, restoration, and planning. Kristen has worked in both the private sector and government on protection, management, and restoration of natural areas. She has completed inventories and analysis to catalogue and prioritize remaining natural areas for Carver County, the Rice Creek Watershed District, and the Carnelian Marine Watershed District. Kristen has worked with solar developers in Carver County to establish pollinator-friendly vegetation within solar facilities. She also has extensive experience using data to inform planning processes and create actionable, measurable steps to protect natural resources. Kristen has a master's in urban and regional planning, environmental planning from the University of Minnesota, a master's in library and information science from St. Catherine University, and a BA in Biology from Gustavus Adolphus College.

### **Jeremy Phan, Transportation Specialist**

*Areas of expertise: Transportation planning, multi-modal feasibility, and clean transportation infrastructure, data analysis*

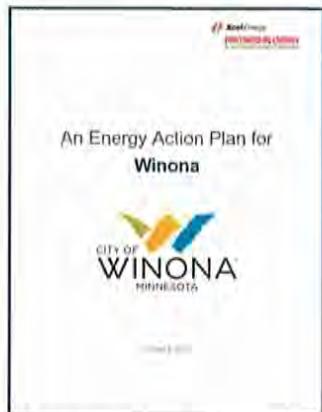
Jeremy will analyze and present the transportation-related data and provide insights for transportation strategies included in the sustainability plan.

Jeremy is a transportation specialist with eight years of experience in transit planning and operations, planning, policy development, and transportation engineering. He has worked extensively with transit agencies and municipal governments on several transportation projects. His transportation data analysis expertise has supported successful implementation of major transit service modifications, secured funding for capital improvement projects, and gained approvals for recommended policy changes. Jeremy holds an MS in civil engineering from California State Polytechnic University, a master's in urban planning from University of Southern California, and a BA from University of California, Berkeley.

## **Expertise and Experience in Action**

CEE has robust expertise working with local communities across Minnesota and Wisconsin. In addition to our organization's 40-year legacy of energy expertise, our planning and engagement department conducts sustainability and climate planning to meet a range of needs. CEE's qualifications of note for the City of Winona include:

**Experience in small and midsize communities:** Our staff have delivered planning services to more than 35 small and midsize communities in Minnesota and Wisconsin. We work to ensure a community-driven process that results in plans and implementation strategies that are unique to the community's needs. As part of our planning process, we help communities identify measurable and meaningful metrics to track progress toward goals.



#### Experience in Action: Xcel Energy's Partners in Energy

Our facilitators work with communities across Minnesota and Wisconsin served by Xcel Energy to create energy action plans. Communities of note include City of Winona, where CEE facilitators supported the creation of Winona's Energy Action Plan. We have also worked with the cities of Red Wing, Faribault, Hastings, Mahtomedi, and Northfield, among others.

**Multi-sector sustainability planning:** CEE's core expertise in energy and climate planning covers impact assessments across many sectors, including buildings, transportation, waste, and land use. Our team brings additional knowledge in water resource management, food systems, and land use planning, and our subcontractors, Kristen Larson and Jeremy Phan, are recognized leaders in their industry. Our experience varies from community-wide plans to site and neighborhood planning. Examples of our work include:



#### Experience in Action: City of Edina Grandview Green Sustainability Study

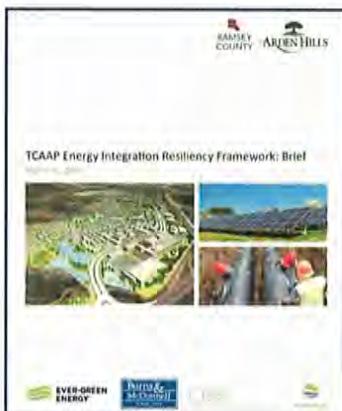
CEE brought its sustainability expertise to evaluate development scenarios and develop an inventory of mixed and combined land use options to create a final recommendation report that included stakeholder input, a vision, and feasibility scenarios for Grandview Green site development.

**Data analysis and presentation:** Our planning expertise is rooted in technical evaluation. CEE's planning and research staff have extensive experience analyzing community baseline data, including demographics, housing stock, income and cost-burden, energy use and savings, greenhouse gas emissions, and transportation use and patterns. We use a suite of data analysis and visualization tools including Tableau, ArcGIS, and Microsoft Excel.



**Experience in Action: Twin Cities Energy Map**  
CEE combined parcel level data sets from counties and cities with LiDAR elevation data to develop the most comprehensive database of building age, size, and use type across the 7-county metro. This database is used to identify the energy efficiency potential of local communities and motivate decisionmakers to take action.

**Forecasting and scenario planning:** In addition to data analysis and presentation, our team is well versed in forecasting alternative scenarios based on stakeholder input and available data. We integrate growth, economic projections, and alignment of sustainability plans with comp plans. Our staff have modeled near-term and long-term scenarios, accounting for population and business growth.



**Experience in Action: Rice Creek Commons Energy Integration Resiliency Framework**  
Our team, in partnership with Ever-Green Energy, provided planning services for the Energy Integration Resiliency Framework for Rice Creek Commons, a 427-acre redevelopment. We modeled different scenarios to account for phased development, renewable energy, and all-electric energy uses.

**Stakeholder input and engagement:** Our team regularly provides facilitation and technical expertise to drive community decision-making. This includes clear and accessible communication as well as engagement tools, such as polling and surveys, to gather input. During the COVID-19 stay-at-home orders, our team pivoted to virtual engagement and the suite of online, real-time engagement tools like Zoom, Padlet, MentiMeter, and Alchemer. In 2020, we facilitated more than 20 workshops and engagement sessions virtually.



**Experience in Action: Rochester Sustainability and Resiliency Task Force**  
CEE is leading the City of Rochester, Olmstead County, Destination Medical Center, and other community stakeholders in developing a community-based action plan. The facilitators were able to pivot to virtual platforms like Zoom and Padlet. The team regularly uses breakout rooms, polls, whiteboards, and collaboration boards to keep the workshop attendees engaged.

## References

### **City of Rochester, MN**

Kevin Bright, Energy and Sustainability Director  
Contact information: (507) 424-9152, [kevinbright@dmceda.org](mailto:kevinbright@dmceda.org)

CEE has worked with the City of Rochester and community stakeholders — such as the Destination Medical Center, Rochester Public Utilities, and Mayo Clinic — to develop a plan to achieve net-zero energy. In late 2020, CEE facilitators are convening stakeholders from all sectors of the community and leading them through a Sustainability and Resilience planning process. The outcome will be an action plan, drafted by CEE and with equity at its core, that reflects the voices of those stakeholders and residents through rigorous community-listening sessions. CEE also supports the City's building energy benchmarking program, providing guidance, training, and data analysis as well as writing an annual report.

### **City of Northfield, MN**

Beth Kallestad, Program Coordinator  
Contact information: (507) 645-3074, [beth.kallestad@ci.northfield.mn.us](mailto:beth.kallestad@ci.northfield.mn.us)

CEE facilitated planning workshops through Xcel Energy's Partners in Energy with the City of Northfield and the Northfield Energy Subcommittee to create near-term and long-term strategies that were incorporated into the energy chapter of Northfield's Climate Action Plan. CEE facilitators worked closely with the climate consulting team to align data and objectives to provide consistency between the Energy Subcommittee Report and Climate Action Plan.

### **City of Eau Claire, WI**

Ned Noel, Senior Planner  
Contact information: (715) 839-8488, [ned.noel@eauclairewi.gov](mailto ned.noel@eauclairewi.gov)

CEE worked with the City of Eau Claire and more than 40 community stakeholders to review baseline energy consumption, greenhouse gas emission, and transportation data to create strategies to achieve 100% renewable energy and carbon neutrality by 2050. The final document, the City of Eau Claire Renewable Energy Action Plan, was completed in 2019. Working closely with City staff, CEE created illustrations, icons, graphs, and tables for the Renewable Energy Action Plan. In addition, CEE designed a word template to be used in future planning documents to create consistent branding across Eau Claire's planning documents.

### **City of Saint Paul, MN**

Kurt Schultz, Planning & Economic Development  
Contact information: (651) 266-6590, [kurt.schultz@ci.stpaul.mn.us](mailto:kurt.schultz@ci.stpaul.mn.us)

CEE has worked with the City of Saint Paul in various capacities for many years. CEE's Education and Engagement team currently supports Energize Saint Paul, a partnership focused on bringing the benefit of energy savings to owners and occupants of large buildings in the city.

Working with building owners and other stakeholders, CEE led the development and passage of the City's benchmarking policy, requiring owners of large commercial and residential buildings to benchmark their energy and water use annually. CEE also implements the benchmarking program and supports building owners to take action to improve efficiency leveraging CEE's own implementation expertise, as well as funding from multiple sources. CEE advises the City on a wide variety of policy and programmatic issues, including opportunities to drive emissions reductions, relationships with energy and water utilities, and management of energy and greenhouse gas emissions data.

## SAMPLE WORK

This section includes graphical and online communication materials, as well as sample reports that demonstrate our team's capabilities.

### Graphic and Online Communication Materials

#### Minneapolis Bicycling Count Data Visualization

Client: City of Minneapolis

Timeline: Spring 2012

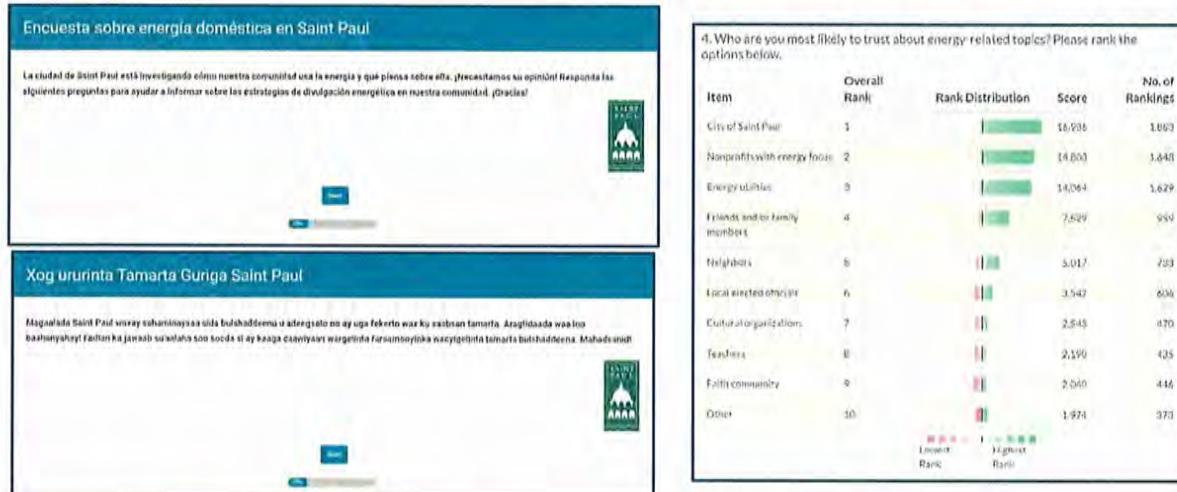
In collaboration with sustainability artist Arlene Birt of Background Stories, CEE managed a public awareness project to increase the visibility of bicycling in the city of Minneapolis. The project combined counts of bicyclists at high-traffic spots around the city, and included real-time metrics on the dollars and energy savings that could be attributed to those bicyclists.



## Saint Paul Home Energy Survey

Client: Xcel Energy, City of Saint Paul  
Timeline: 2018

CEE created a home energy survey in partnership with the City of Saint Paul to gather quantitative feedback on how residents use and think about energy. Surveys were available in English, Spanish, and Somali to capture input from all residents. Insights were used to inform future campaign planning.



## Minneapolis Energy Disclosure Website

Timeline: 2019-Present  
Client: City of Minneapolis

CEE created an interactive website and map for the City of Minneapolis so residents can understand their homes energy use through their energy score. This tool is also used by real estate agents and potential homeowners to learn more about the energy use in their future home. The website includes an interactive map to find a home's score, resources to improve your score, and an overview page of an energy score is calculated.

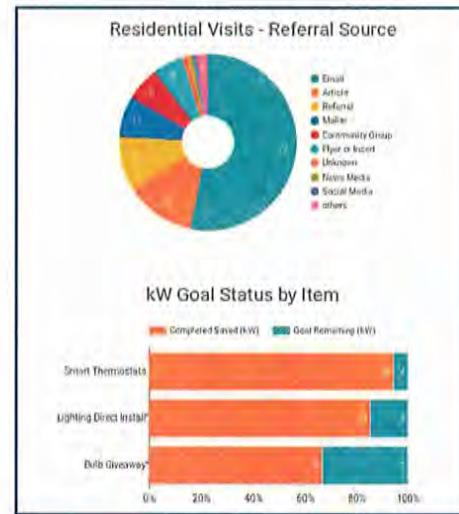


## Sartell and Sauk Rapids Community Engagement Pilot

Client: City of Sartell, City of Sauk Rapids

Timeline: 2019–2020

CEE worked in partnership with the cities of Sartell and Sauk Rapids, Minnesota, on a community outreach campaign to drive a rapid increase in energy audits. Prior to implementation, we used community data to align stakeholders on which priority strategies to include in an outreach plan. Our team provided analysis of household energy use and published results in a way that maintained data privacy of individual households.

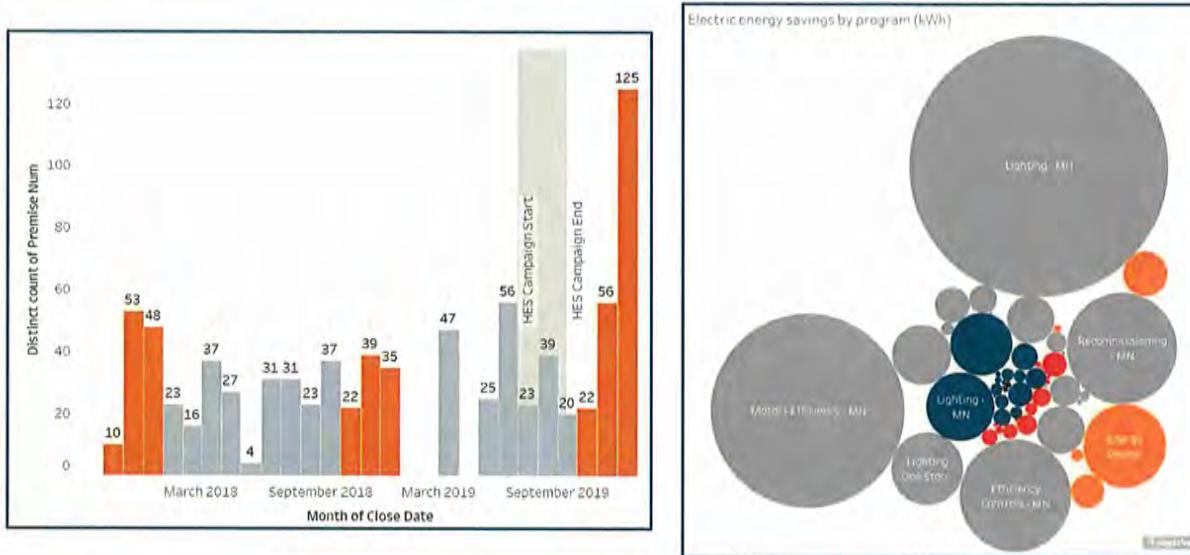


## Saint Paul Campaign Impact Analysis

Client: Xcel Energy, City of Saint Paul

Timeline: 2020

CEE analyzed Xcel Energy program participation and savings data to understand the impact of a Saint Paul residential summer outreach campaign to seniors, low- and moderate-income households, and general public. Visualizations illustrate how campaign outreach milestones influenced program sign-ups and show the relative impact of electricity savings across all programs to strategize future campaigns to residents and businesses.

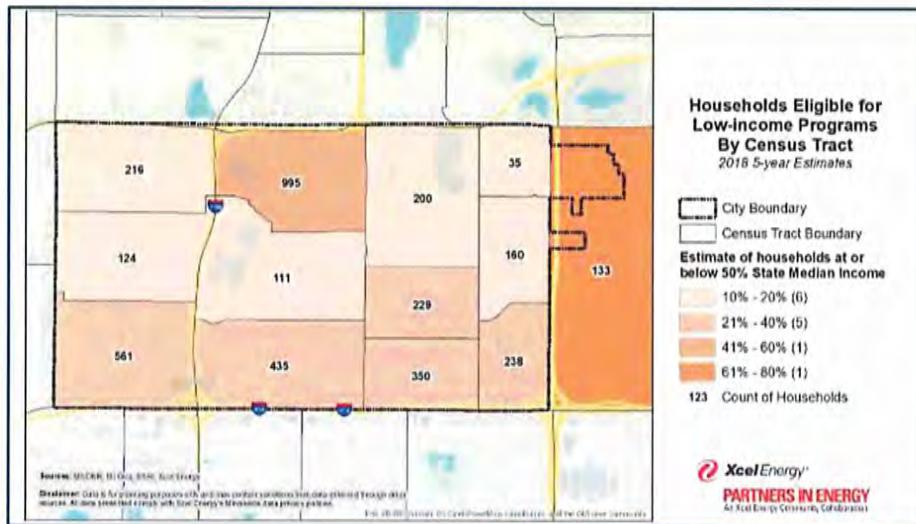


## Richfield Demographic Baseline Mapping

Client: Xcel Energy, City of Richfield

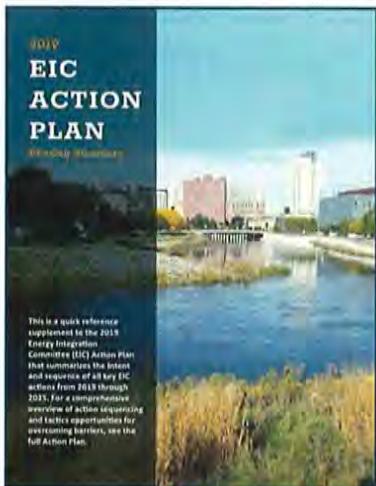
Timeline: 2020

CEE facilitators used ArcGIS to examine energy consumption, savings, and energy users in Richfield by census tract. In addition to mapping energy data, our team pulled and analyzed housing stock, income, and demographic data from the U.S. Census Bureau American Community Survey.



## Sample Reports

The following section includes sample reports created by CEE with the first few pages of each report included in Appendix B. Links to the full report are included below.

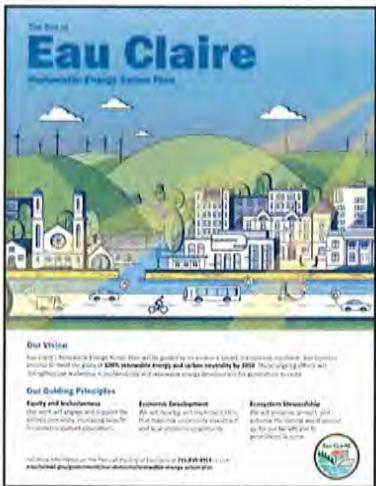


### Rochester Energy Integration Committee Action Plan

Client: City of Rochester, Destination Medical Center

Timeline: 2018–2019

CEE managed the Action Planning process for the City of Rochester's and Destination Medical Center's Energy Integration Committee, resulting in an action plan to achieve the community's economy-wide energy and climate goals. CEE designed a six-page document illustrating the action plan's phases, actions, and timing by focus area. Color coding across the document make it easy for the reader to connect items to their respective focus areas. [Link to the full report here.](#)

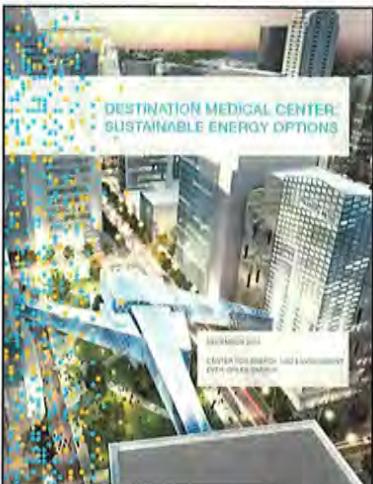


### City of Eau Claire Renewable Energy Action Plan Executive Summary

Client: City of Eau Claire

Timeline: 2019

CEE facilitated planning workshops for the City of Eau Claire to review data, identify goals, and create strategies for their Renewable Energy Action Plan. The City of Eau Claire contracted with CEE to create images and branding for their action plan and executive summary that could be used in future sustainability plans to ensure brand consistency. This summary included an illustration of Eau Claire's riverfront downtown, guiding principles, as well as impact areas and calls to action for readers. This document took a technical, 110-page document and presented it in a way that was easy for the general public to understand. [Link to full report here.](#)

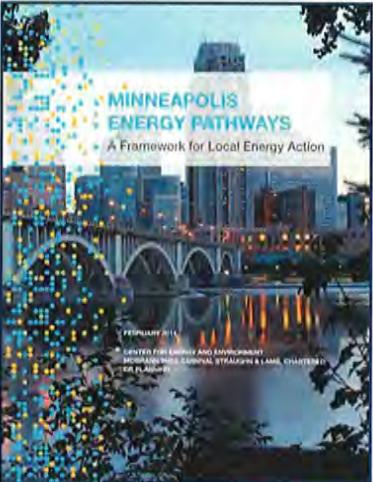


### Destination Medical Center Sustainable Energy Plan

Client: Destination Medical Center Corporation

Timeline: 2014–2015

This project provided Rochester's Destination Medical Center Corporation (DMCC) Board with options for how the large and ambitious development, centered on Mayo Clinic, can meet the climate and energy goals outlined in the DMCC's Sustainability Framework. Following this report, CEE worked with the Rochester Energy Integration Committee to construct a climate action plan for the City of Rochester and the Destination Medical Center. CEE developed baseline emissions by sector and emissions reduction scenarios that included actions pertaining to energy, transportation, water, and waste. CEE facilitated the community engagement on this plan, as well as developed metrics and templates for tracking progress. [Link to full report here.](#)



### Minneapolis Energy Pathways Study

Client: City of Minneapolis

Timeline: 2013–2014

The Minneapolis City Council contracted CEE to develop a vision for the City's future energy system and potential legal, regulatory, and program options to achieve that vision. The study included an examination of multiple pathways to this future. CEE and its partners conducted a detailed legal and financial investigation of the creation of a Minneapolis municipal utility. CEE also conducted detailed technical work to develop a comprehensive suite of strategies for the city to reach its climate goals. Many of the recommendations in this study have been adopted by the City, including its main recommendation to form a City–Utility Clean Energy Partnership, which has been heralded as a first-in-the-nation model for other cities. [Link to the full report here.](#)

## FEES AND COMPENSATION

### Cost Proposal

TASK	BUDGET
Task 1: Data Analysis	\$24,850
Task 2: Engagement and Outreach Assistance	\$4,680
Task 3: Draft and Develop the Plan	\$21,470
<b>TOTAL</b>	<b>\$51,000</b>

#### Cost Assumptions:

- Services will be provided virtually, with no travel required.
- Project management support is included Tasks 1–3.
- City staff leads the steering committee workshops, with CEE contributing specific visuals, tables, and charts.
- City staff or other consultant provides project management of the Steering Committee under the engagement and outreach task.

### Center for Energy and Environment Rate Table

NAME / TITLE	HOURLY RATE
Jenny Edwards, Director of Planning and Engagement	\$173
Molly Janis Smith, Assistant Manager, Community Program and Policy	\$104
Marisa Bayer, Community Program Manager	\$104
Ashley Robertson, Senior Marketing Account Manager	\$92
Deirdre Coleman, Community Planner	\$86
Rabi Vandergon, Research Analyst	\$81

### Subcontractor Rate Table

NAME / TITLE	HOURLY RATE
Jeremy Phan, Transportation Specialist	\$150
Kristen Larson, Natural Resources Specialist	\$100

# REQUEST FOR COUNCIL ACTION

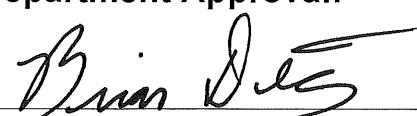
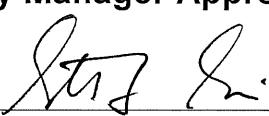
Agenda Section: <b>New Business</b>	Originating Department:	Date
No: <b>5</b>	<b>Public Works</b>	<b>02/01/21</b>
<b>Item: One Watershed One Plan Memorandum of Agreement</b>		
<b>No. 5.2</b>		

## SUMMARY OF REQUESTED ACTION:

The ten parties to the Mississippi River – Winona and Mississippi River – La Crescent watershed One Watershed One Plan have reviewed a memorandum of agreement (MOA) to collaboratively develop a comprehensive watershed wide water plan. The included MOA utilizes standard language and policies from other one watershed one plan agreements, and was revised in various places based on edits from the City Attorney. Specific operational aspects of the planning project will be determined in the bylaws established by the policy committee.

All funding for the plan is provided by state agencies so the only resources the City is committing are the time and incidental costs of staff and our representative to attend meetings. Another consideration worth clarifying is that this MOA pertains to the collaborative planning process and does not create a joint powers organization or commit the City to implementation measures.

Staff recommends approving the MOA as presented. If Council concurs, a motion to authorize the Mayor and City Clerk to execute the document would be appropriate.

Department Approval:	City Manager Approval:
	

**ONE WATERSHED ONE PLAN**  
**MISSISSIPPI RIVER-WINONA LA CRESCENT WATERSHED**  
**MEMORANDUM OF AGREEMENT**

This agreement (Agreement) is made and entered into by and between:

The Counties of Houston, Olmsted, Wabasha, and Winona (Counties), by and through their respective County Board of Commissioners, and  
The Olmsted, Root River, Wabasha County, and Winona County Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and The Stockton-Rollingstone-Minnesota City Watershed District (SRMCWD), by and through its respective Board of Managers, and  
The City of Winona, by and through their Council members  
Collectively referred to as "Parties".

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, the Watershed District (SRMCWD) of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

**WHEREAS**, the City of this Agreement is a municipal corporation of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

**WHEREAS**, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Winona La Crescent Watershed (*See Attachment A for map of planning area*) to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure

continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D, this Agreement does not change the rights or obligations of the public drainage system authorities; and

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* for the Mississippi River-Winona La Crescent Watershed.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Winona La Crescent Watershed (*See Attachment A with a map of the planning area*). The purpose of this Agreement is to collectively develop and adopt, as local government units, a comprehensive watershed management plan pursuant to Minnesota Statutes § 103B.801 for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the “Mississippi River Winona La Crescent 1W1P”, and are partnering together as a joint powers collaboration in the form of a joint powers agreement under Minnesota Statutes § Section 471.59.

**2. Term and Termination:**

- a. This Agreement is effective upon signature of all Parties hereto in consideration of the Board of Water and Soil Resources (BWSR) grant agreement and in accordance with BWSR’s Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all Parties, unless canceled or otherwise terminated according to the provisions of this Agreement or earlier terminated by law.
- b. Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes § 471.59, Subd. 5 after the purpose of the Agreement has been completed. This Agreement shall be terminated upon the end of the term of the grant agreement with BWSR unless the grant agreement is extended by the Parties. It is anticipated that this Agreement will be in place until an implementation planning grant is obtained by the Parties and a new Agreement between the Parties is in place for the implementation planning phase for the Mississippi River-Winona La Crescent Watershed.
- c. The Parties may extend the termination date of this Agreement upon the mutual written agreement by all Parties.

3. **Adding Additional Parties:** A qualifying party within the Mississippi River-Winona La Crescent Watershed desiring to become a member of this Agreement shall adopt a resolution of its governing body prior to December 31, 2021 approving this Agreement. The qualifying party agrees to abide by the terms and conditions of this Agreement; as well as, the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving this Agreement.

**5. General Provisions:**

- a. **Compliance with Laws/Standards:** The Parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the respective Party is responsible.
- b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party hereto, or its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws limiting liability of the Parties shall apply. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity". It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other Party(ies). Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a party is entitled under Minnesota Statutes Chapter 466 or otherwise.
- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's adopted records retention schedules pursuant to Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of this Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the Fiscal Agent for continued retention in accordance with 7. e and 8.f. below.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Amendment:** The Parties may modify this Agreement upon approval by a majority vote of all of the

Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.

- f. **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.
- g. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- h. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- 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. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other parties immediately.
- m. **Recitals.** The recitals hereto are made a part hereof.

## 6. Administration:

- a. **Establishment of Committees for Development of the Plan.**

- i. **Policy Committee.** The Parties each agree to appoint/designate one representative, who must be a current elected or appointed member of the governing body of each respective Party, to a Policy Committee for development of the watershed-based plan.

The Policy Committee will meet monthly, or as needed and as determined by the Policy Committee. The Policy Committee decides on the content of the Plan, serve as a liaison to their respective board/council, and act on behalf of their board/council. Each representative shall have one vote.

Each governing body may choose one alternate to serve on the Policy Committee, as needed in the absence of the appointed/designated member. The alternate must be an elected or appointed member of the governing body of each respective Party.

- i i. **Advisory Committee.** An Advisory Committee will be established by the Policy Committee to provide technical support on the development of the Plan, Plan content, and Plan implementation, including identification of priorities. Specific duties will be established by the Policy Committee. The Advisory Committee will consist of the local Planning Workgroup, stakeholders, the state's main water agencies, technical representatives appointed by individual Parties and/or plan review agencies (Board of Water and Soil Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and Environmental Quality Board). The Advisory Committee will meet quarterly, or as needed. Members of the Advisory Committee may not be a current member of the governing body of any of the Parties.
- i ii. **Planning Workgroup.** A Planning Workgroup will be established consisting of local staff, local water planners, local watershed staff, local SWCD staff and city staff for the purposes of logistical and day-to-day decision-making in the planning process. The Planning Workgroup will meet monthly, or as needed and may attend, in lieu of or in addition to their monthly meeting, Policy and Advisory Committee meetings.

- b. **Bylaws.** The Policy Committee will establish bylaws by March 31, 2021 to describe the functions and operations of the Policy Committee.
- c. **Submittal of the Plan.** The Policy Committee will recommend the draft plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D including public hearings. Upon completion of local review and comment, and approval of the plan for submittal to BWSR by each party, the Policy Committee will submit the watershed-based plan jointly to the Board of Water and Soil Resources for review and approval.
- d. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the Plan within 120

days of receiving notice of state approval, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

**7. Fiscal Agent:** Root River Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the Parties listed within, and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Perform financial transactions as part of grant agreement and contract implementation.
- c. Annually provide a full and complete audit report.
- d. Provide the Policy Committee and its members with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the agent's records retention schedule (See 5.c.).

**8. Grant Administration:** Winona County (Water Planner) will act as the Day-to-Day Contact for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement.
- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
- c. Coordination of Policy and public meetings as required by Minnesota Statutes Chapters 103B and 103D as part of the formal review process for the watershed-based plan, including establishing date, location, time, technology needs, presenters, and any necessary accommodations, such as refreshments.
- d. Manage contracted service for data compilation, GIS mapping, data analysis, meeting facilitation, and plan writing.
- e. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
- f. Retain records consistent with Day-to-Day Contact's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Fiscal Agent) (See 5.c.).

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Houston County  
Donna Trehus, or her assigns  
County Auditor/Treasurer  
304 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507)725-5185

Root River SWCD  
David Walter, or his assigns  
District Administrator  
805 North Hwy 44/76, Suite 1  
Caledonia, MN 55921  
Telephone: (507)724-5261

Olmsted County  
Heidi Welsch, or her assigns  
County Administrator  
151 4<sup>th</sup> Street SE  
Rochester, MN 55904  
Telephone: (507)328-6001

Olmsted SWCD  
Skip Langer, or his assigns  
District Administrator  
2122 Campus Drive SE  
Rochester, MN 55904  
Telephone: (507)328-7070

Wabasha County  
Brian Buhmann, or his assigns  
County Administrator  
625 Jefferson Avenue  
Wabasha, MN 55981  
Telephone: (651)565-3051

Wabasha County SWCD  
Terri Peters, or her assigns  
District Administrator  
611 Broadway Ave, Suite 10  
Wabasha, MN 55981  
Telephone: (651)565-4673

Winona County  
Ken Fritz, or his assigns  
County Administrator  
202 West Third Street  
Winona, MN 55987  
Telephone: (507)457-6355

Winona County SWCD  
Daryl Buck, or his assigns  
District Administrator  
400 Wilson St N, PO Box 39  
Lewiston, MN 55952  
Telephone: (507)523-2171, Ext. 112

Stockton-Rollingstone-Minnesota City  
Watershed District  
Machelle Frisbie, or her assigns  
Watershed District Chair  
110 Washington St  
Rollingstone, MN 55969  
Telephone: (507)410-1114

City of Winona  
Steve Sarvi, or his assigns  
City Manager  
207 Lafayette  
City Hall  
Winona, MN 55987  
Telephone: (507)457-8234

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: HOUSTON COUNTY**

APPROVED:

ATTEST: \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

PARTY: ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: \_\_\_\_\_  
Root River SWCD Board Chair Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Root River SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: OLMSTED COUNTY

APPROVED:

ATTEST: \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney \_\_\_\_\_ Date \_\_\_\_\_

PARTY: OLMSTED SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Olmsted SWCD Manager

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTY: WABASHA COUNTY

APPROVED:

BY:

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County Board Chair Date

Date

ATTEST: \_\_\_\_\_

County Administrator/Deputy Clerk of the County Board

**APPROVED AS TO FORM**

BY:

County Attorney Date

Date

PARTY: WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY:

Wabasha County SWCD Board Chair Date

Date

ATTEST: \_\_\_\_\_

## Wabasha County SWCD Manager

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTY: WINONA COUNTY**

APPROVED:

ATTEST: \_\_\_\_\_  
County Administrator/Deputy Clerk of the County  
Board

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

PARTY: WINONA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Winona County SWCD Manager

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTY: STOCKTON-ROLLINGSTONE-MINNESOTA CITY WATERSHED DISTRICT

APPROVED:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
SRMCWD Secretary

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

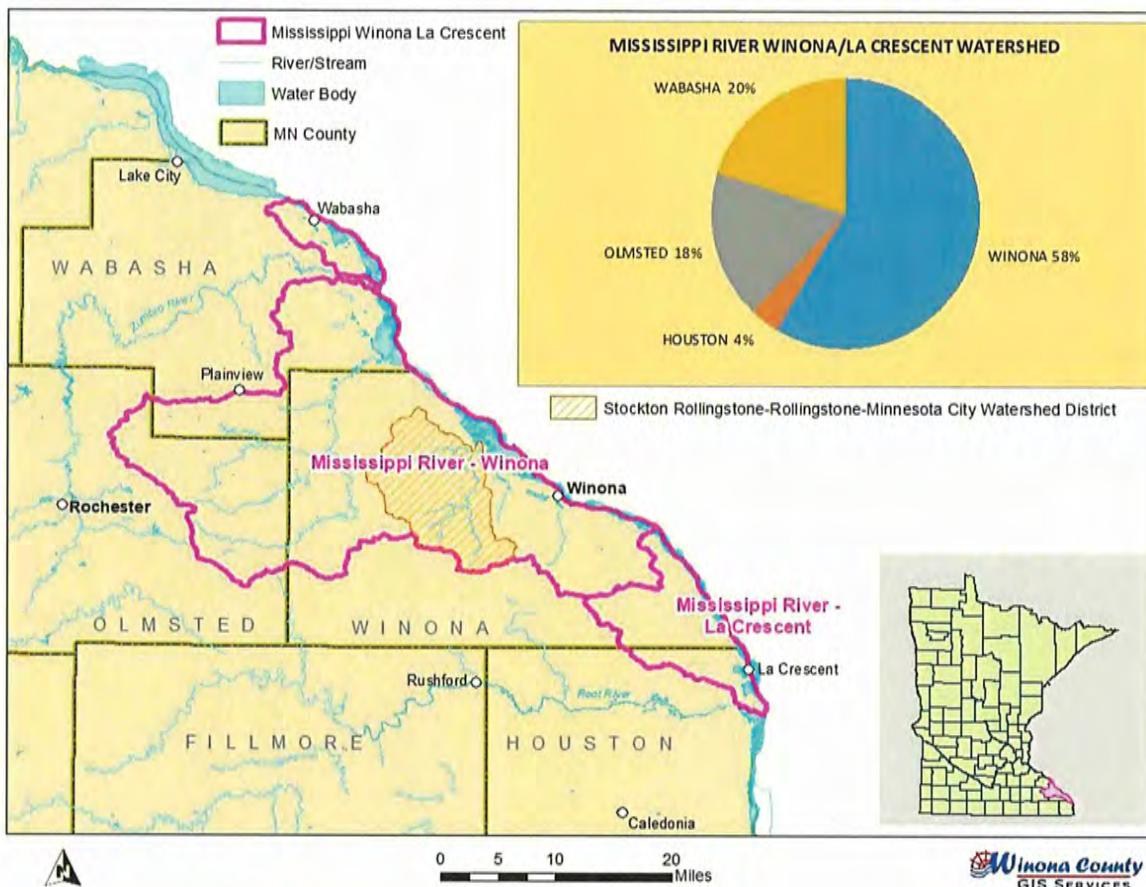
**PARTY: CITY OF WINONA**

**APPROVED:**

BY: \_\_\_\_\_  
Mayor \_\_\_\_\_ Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk \_\_\_\_\_

## Attachment A



# REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **5**

**Library**

**02/01/21**

**Item: Library Children's Department Water Intrusion Repair Bid Authorization**

**No. 5.3**

## **SUMMARY OF REQUESTED ACTION:**

Winona Public Library is in the final phase of the water intrusion project, which involves interior repair of moisture damage in the Children's department. This project was approved to be included in the 2021 budget.

The project will enhance the library by protecting the collection from moisture damage while providing a safer space for families to browse. The project includes removal of existing perimeter wood shelving and wainscot, repair of damaged plaster wall finish & windowsills, new perimeter wood shelving, wall and ceiling painting, and window glazing replacement.

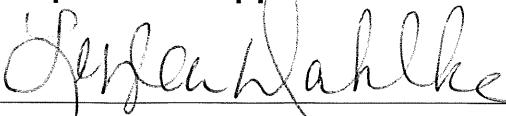
The estimate for this project is \$105,000 and will be funded by the allocated 2021 budget from Capital Projects.

The current schedule for the project is to advertise for bids on February 03, 2021 with the bid opening on February 25, 2021.

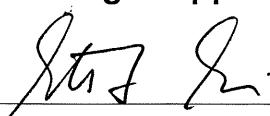
Project documents are available for Council review if requested, but are not included in the Council agenda.

Approval to advertise for bids for the repair and replacement of water damaged walls and bookshelves at Winona Public Library is sought from City Council. If City Council concurs, a motion to approve the attached resolution would be in order.

**Department Approval:**



**City Manager Approval:**



## RESOLUTION

**WHEREAS**, the City of Winona Public Library is in need of repairing water damage in the Children's Department; and

**WHEREAS**, the City Council approved funding for this project with the allocated 2021 budget; and

**WHEREAS**, the project scope has been prepared by the City of Winona Public Library and OWA Architects for the wall repair and replacement of affected shelving.

**NOW, THEREFORE, BE IT RESOLVED** that requests for bids be advertised as required by state law in order to receive competitive sealed bids for construction.

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	Parks and Recreation	02/01/2021
<b>Item: City Hall Fire Alarm Control Panel Replacement</b>		
<b>No. 5.4</b>		

## SUMMARY OF REQUESTED ACTION:

The City Hall fire alarm panel was negatively affected by a lightning strike four years ago. At the time, the panel was repaired and was in functioning order. The fire alarm system is inspected regularly and at our most recent inspection it was noted that the panel was no longer allowing updates and changes to be made. The fire alarm system is fully functional if a fire should occur at City Hall and it still will send the proper notices to the fire department. However, considering the lightning strike coupled with the inability to make updates to the panel, staff has agreed to replace the entire panel with our alarm vendor. The proposal is attached for your review.

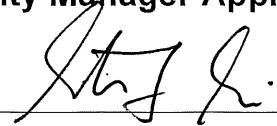
Since this expense was unexpected, we are requesting that an up to amount of \$7,800 be transferred from the Facility Fund to the Building Maintenance budget to cover this expense.

If Council concurs, a motion to transfer up to \$7,800 from the Facility Fund to the Building Maintenance budget would be in order.

Department Approval:



City Manager Approval:





## PREPARED FOR

### City of Winona

#### Winona City Hall -Fire Alarm Control Panel Replacement -full data

##### *Prepared For:*

Josh Peopping

City Of Winona

(507) 429-9320

Jpoepping@Ci.Winona.Mn.Us

##### *Prepared By:*

Joe Week

Security Consultant

Custom Alarm

(507) 421-1294

joe@custom-alarm.com



1661 GREENVIEW DRIVE SW, ROCHESTER, MN 55902

507.288.5522 | [WWW.CUSTOM-ALARM.COM](http://WWW.CUSTOM-ALARM.COM)



Proposal Number: 22345-2-0  
Date: January 22, 2021

## Scope Of Work

### Customer Details:

**Site:** 207 Lafayette Street Winona, MN 55987

**Billing:** PO Box 378 Winona, MN 55987

**Contact:** Josh Peopping (507) 429-9320  
Jpoepping@Ci.Winona.Mn.Us

### Custom Alarm to:

- Remove the failing Notifier fire alarm control panel and dialer
- Provide, install and program a new Notifier fire alarm control panel and communicator
- Reconnect and test all existing Notifier fire alarm devices to the new control panel
- Provide and install a new pull station next to the panel as required by current code
- Obtain all necessary permits
- Provide customer training on system operation
- Provide a one (1) year warranty on all equipment and labor

Initials: \_\_\_\_\_

## Scope Details

**Business Hours:** All work proposed shall be performed during normal business hours which are Monday-Friday 7:30 AM-5:00 PM

**AC Power:** 120 VAC power outlets and hardwire connections are excluded from this project and are the responsibility of others.



Proposal Number: 22345-2-0  
Date: January 22, 2021

## Financial Summary

### Customer Details:

**Site:** 207 Lafayette Street Winona, MN 55987

**Billing:** PO Box 378 Winona, MN 55987

**Main Contact:** Josh Peopping (507) 429-9320 Jpoepping@Ci.Winona.Mn.Us

### Fire Alarm

QTY	Manufacturer	Part #	Description
1	Firelite/Notifier	CPU2-640	Control Panel - Fire Alarm
1	Firelite/Notifier	KDM-R2	Keyboard for CPU2-640
1	Firelite/Notifier	SBB-B4	Backbox Assembly
1	Firelite/Notifier	DR-B4	Door Assembly
1	Firelite/Notifier	DP-DISP2	Dress Plate
2	Firelite/Notifier	BMP-1	Dress Plate
1	Firelite/Notifier	BP2-4	Battery Plate
1	Firelite/Notifier	NBG-12LX	Pull Station - Addressable
1	Spaceage	O6-SSU00672 (FACU)	Document Box
2	Batteries Plus	NP7.5-12	12v 7AH Battery
2	Firelite/Notifier	BAT-12120	12v 12AH Battery
1	Firelite/Notifier	UDACT-2	Communicator- Full Data

### Financial Summary

Total Proposal Amount: \$7,130.00  
Note: The above price does not include sales tax

This proposal may be withdrawn by Custom Alarm if not accepted within 30 days.

# REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> New Business	<i>Originating Department:</i>	<i>Date</i>
No: 5	City Manager	02/01/2021
<b>Item: Law Enforcement Labor Services Local 75 2021 and 2022 Agreement Winona Police Department Officers</b>		
<b>No. 5.5</b>		

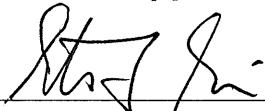
## SUMMARY OF REQUESTED ACTION:

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;
- Receive \$5,000 increase to life insurance 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 75, Officers, for 2021 and 2022, the attached resolution should be approved.

Department Approval:



City Manager Approval:

## RESOLUTION

**WHEREAS**, Law Enforcement Labor Services Local 75 (Officers) is the exclusive representative for certain City of Winona employees;

**WHEREAS**, City of Winona management representatives and Law Enforcement Labor Services Local 75 (Officers) 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 Agreement ("MOA") and Memorandum 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 MOA 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 MOA and MOUs between the Law Enforcement Labor Services Local 75 (Officers).

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

---

Scott D. Sherman  
Mayor

Attest:

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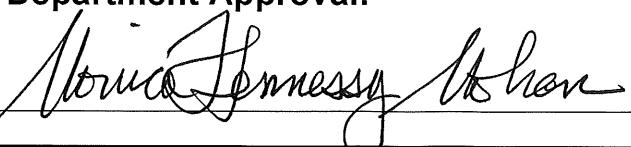
Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Council Concerns</b>	Originating Department:	Date:
No: <b>7</b>	<b>City Clerk</b>	<b>02/01/21</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:
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# REQUEST FOR COUNCIL ACTION

Agenda Section: <b>Consent Agenda</b>	Originating Department:	Date:
No: <b>8</b>	<b>City Clerk</b>	<b>02/01/21</b>
<b>Item: Consent Agenda</b>		
No. <b>8.</b>		

## SUMMARY OF REQUESTED ACTION:

**City Clerk: Item No. 8.1: Approval of Minutes – January 19, 2021**

Minutes of the January 19, 2021 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:**

