

Winona City Council Zoom Meeting Access and Procedures

February 16, 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

Tuesday, February 16, 2021

6:30 P.M., Meeting No. 4

City Council Chambers – City Hall

3rd Floor - 207 Lafayette Street

Mayor Scott Sherman

1st Ward Steve Young

2nd Ward Eileen Moeller

3rd Ward Pamela Eyden

4th 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 | |
| City Clerk | 1. Consider Vacating Alley by St. Martin’s Church |
| 3. Petitions, Requests, Communications | |
| City Clerk | 1. Request Premises Permit for Lawful Gambling for Eagles Aerie 1243 Winona |
| 4. Unfinished Business | |
| Public Works | 1. Sustainability and Resilience Plan Consultant Contract |
| Engineering | 2. Broadway Project Consulting Fees |
| 5. New Business | |
| Finance | 1. Renewal: Property and Liability Insurance for 2021 (excluding Workers’ Compensation) |
| Community Development | 2. Call for Public Hearing to Consider Assessing Cost for Removal of Hazardous Structures |
| Planning | 3. Comprehensive Plan Update |
| 6. Reports of Committees | |
| 7. Council Concerns | |
| City Clerk | 1. Council Concerns |
| 8. Consent Agenda | |
| City Clerk | 1. Approval of Minutes – February 1, 2021 |
| 9. Adjournment | |

REQUEST FOR COUNCIL ACTION

Agenda Section: **Required Public Hearings**

Originating Department:

Date:

No: **2**

City Clerk

02/19/21

Item: **Consider Vacating Alley by St. Martin's Church**

No. **2.1**

SUMMARY OF REQUESTED ACTION:

This is a public hearing pursuant to mailed and published notice to consider the vacation of the alley on Block 2 of Plumer's Addition. St. Martin's Lutheran Church is requesting the vacation as part of the construction project for their new school. This public hearing will provide an opportunity to all persons affected wishing to speak for or against the vacation.

Attached for your review is a copy of the investigation report prepared by City Engineer Brian DeFrang regarding the above requested vacation. The report is presented pursuant to requirements set forth under Winona City Code Section 25.26. In accordance with City Charter, this section of City Code requires officials to determine whether or not the proposed vacation will:

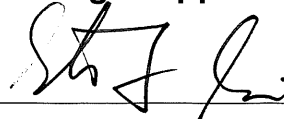
- (1) work a hardship on affected property owners;
- (2) deprive such owners of a substantial right appurtenant to their property; and
- (3) be in the best interests of the public.

After the public hearing, if Council concurs, a motion to introduce the attached ordinance to vacate the alley would be in order.

Department Approval:



City Manager Approval:



AN ORDINANCE TO VACATE A
PUBLIC ALLEY

The City of Winona does ordain:

Section 1. That the public east-west alley lying in Block Two (2), of Plumer's Additions to the City of Winona, Minnesota, be and hereby is vacated and abolished.

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

Dated this _____ day of _____, 2021.

Mayor

Attested By:

City Clerk

From the office of the City Engineer

Date: February 16, 2021

To: Monica Hennessy Mohan, City Clerk

From: Ryan Meiners, City Engineer

Re: Request Vacation of the Alley on Block 2 of Plumer's Addition

St. Martin's Lutheran Church has requested vacation of the alley on Block 2 of Plumer's Addition. Before the street right-of-way can be vacated, Section 25.26(c) of the City Code requires that administration do an investigation and address three questions.

- 1) WILL THE VACATION WORK A HARDSHIP ON AFFECTED PROPERTY OWNERS?

No. This would not impede other properties or use of these utilities.

- 2) WILL THE VACATION DEPRIVE THE AFFECTED PROPERTY OWNERS OF A SUBSTANTIAL RIGHT APPURTENANT TO THEIR PROPERTY?

This vacation will not deprive any adjacent property owners of a substantial right appurtenant to their property.

- 3) WILL THE VACATION BE IN THE BEST INTERESTS OF THE PUBLIC?

This portion of the utility easement is not needed for city purposes.



PROPOSED ALLEY VACATION

Block 2 - Plumers Addition



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: **Petitions, Requests,
Communications**

Originating Department:

Date

No: 3

City Clerk

02/16/21

Item: **Request Premises Permit for Lawful Gambling for Eagles Aerie 1243
Winona**

No. 3.1

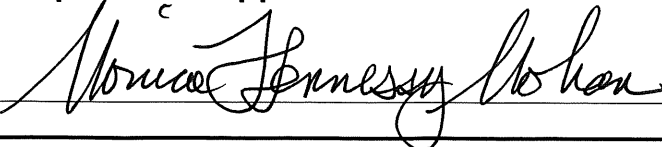
SUMMARY OF REQUESTED ACTION:

The Eagles Aerie 1243 Winona has submitted an application for a Premises Permit for Lawful Gambling to be used at the Cornerstone Bar (the former Steiny's Bar). If the Council concurs, a motion to approve the following resolution would be in order.

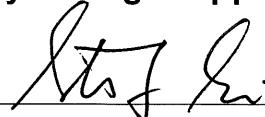
RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that it approves the Premises Permit for Lawful Gambling for the Eagles Aerie 1243 Winona to conduct lawful gambling at the Cornerstone Bar, 501 West 4th Street, Winona.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

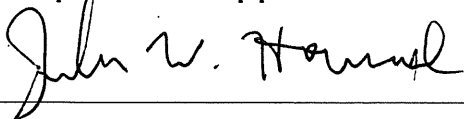
| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> Unfinished Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 4 | Public Works | 02/16/21 |
| <i>Item:</i> Sustainability and Resilience Plan Consultant Contract | | |
| <i>No.</i> 4.1 | | |

SUMMARY OF REQUESTED ACTION:

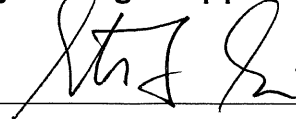
Following selection of the Center for Energy and Environment (CEE) as the Sustainability and Resilience Plan Technical consultant at the Feb. 1 meeting, staff had the attorney's office prepare a standard service contract. This contract is attached for Council review and was sent to the consultant.

If Council concurs with the contract terms, a motion for the Mayor to execute the contract would be appropriate.

Department Approval:



City Manager Approval:



CONSULTANT SERVICE CONTRACT

This Contract is made this _____ day of _____, _____, by and between the CITY OF WINONA, a Minnesota municipal corporation, 207 Lafayette Street, Winona, MN 55987, (“CITY”), and CENTER FOR ENERGY AND ENVIRONMENT, a nonprofit corporation under the laws of the State of Minnesota, 212 3rd Ave. N. #560, Minneapolis, MN 55401, (“CONSULTANT”), (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with performing data analysis, community engagement and outreach, and drafting and development of a citywide sustainability plan (the “Project”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided

that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory Workers' Compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be

limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

| Worker's Compensation | Statutory Limits |
|------------------------------|--|
| Employer's Liability | \$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee |
| Commercial General Liability | \$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations |
| Automobile Liability | \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles |
| Umbrella or Excess Liability | \$1,000,000 |

4. Professional/Technical (Errors and Omissions) Liability Insurance.
 CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per wrongful act or occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$50,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount

of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
6. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
7. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
8. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
9. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
10. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
11. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
12. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
13. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.

14. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT's insurance company.

CONSULTANT will take the action required by CITY within Fifteen (15) days of receiving notice from CITY.

15. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Natural Resources Sustainability Coordinator, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.

- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. John Howard, CITY's Natural Resources Sustainability Coordinator, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's Natural Resources Sustainability Coordinator and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, or as otherwise provided in this Contract, whichever comes first.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements,

attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.

- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's Natural Resources Sustainability Coordinator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's Natural Resources Sustainability Coordinator as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense; with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the

defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

John Howard
Natural Resources Sustainability Coordinator
207 Lafayette Street
Winona MN 55987
Phone: 507-457-8273
Email: jhoward@ci.winona.mn.us

CONSULTANT:

Molly Janis Smith
Assistant Manager
212 3rd Avenue North, #560
Minneapolis MN 55401
Phone: 612-455-7806
Email: mjsmith@mcnee.org

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a Project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.
- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- G. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors

and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- I. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- J. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- K. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- L. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- M. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- N. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

- O. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- P. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- Q. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- R. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- S. **Governing Law.** This Contract shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- U. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made

in writing and properly executed by the waiving PARTY.

- V. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- W. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Y. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Z. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- AA. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

- BB. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- CC. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

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

CONSULTANT: CENTER FOR ENERGY AND ENVIRONMENT

By: _____
(Signature)

Title: CFO

Print Name: Meranda Wacek

Date: _____

CITY OF WINONA:

By: _____
Scott T. Sherman, Its Mayor

Date: _____

By: _____
Monica Hennessy Mohan, Its City Clerk

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

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.

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

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

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT a flat fee of \$51,000.00 ("Contract price") for CONSULTANT's services, including expenses, under this Contract.

CITY will make periodic payment to CONSULTANT upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the Contract price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Natural Resources Sustainability Coordinator determined by CITY.

CITY shall be entitled to withhold five percent (5%) of the Contract price until such time as CONSULTANT has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the Natural Resources Sustainability Coordinator.

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date

No: **4.**

Engineering

02/16/21

Item: **Broadway Project Consulting Fees**

No: **4.2**

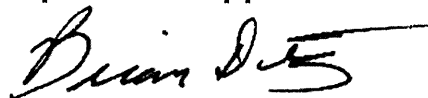
SUMMARY OF REQUESTED ACTION:

At the February 1, 2021 City Council meeting, the Council voted to cease work on the Broadway 4 to 3 Lane Conversion Project. The City has approximately \$300,000 of design fees that has been paid to the consultant for work already completed. The design fees were intended to be reimbursed through the grant and State Aid funding. Since the City is not accepting the grant funding, a funding source is needed to cover those design fees. An option to fund the design costs for the Broadway Project would be to use the 2021 budget line item for Mill and Overlay. The 2021 budget allocated \$885,100 for Mill and Overlay Street Projects to be completed in 2021. If funding from this line item is used to cover the costs associated to the Broadway Project design, approximately \$585,100 would remain for Mill and Overlay Street Projects in 2021. This action would result in approximately fifteen less blocks that would receive the Mill and Overlay in 2021.

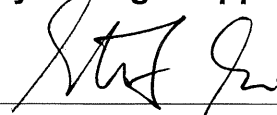
Staff recommends using the 2021 Mill and Overlay budget line item to cover the Broadway Project design costs.

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

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, Consulting fees of \$300,000 were received for the design of the Broadway Project; and

WHEREAS, the granting monies for this project were turned down; and

WHEREAS, the granting monies were to pay for these consulting fees; and

WHEREAS, the consulting fees can be paid from the 2021 Mill and Overlay Project budget.

NOW, THEREFORE, BE IT RESOLVED that the consulting fees for the design of the Broadway Project will be paid from the 2021 Mill and Overlay Project budget.

Dated this _____ day of _____, 2021.

Scott D. Sherman
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|-----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5 | Finance | 02/16/21 |
| <i>Item:</i> Renewal: Property and Liability Insurance for 2021 (excluding Workers' Compensation) | | |
| <i>No.</i> 5.1 | | |

SUMMARY OF REQUESTED ACTION:

Listed below are the premiums for 2021 (compared to 2020) for the City's Property and Liability Insurance, excluding workers' compensation. (This program includes the City and the Port Authority.)

Recommendation-

| Premium Summary: | 2020 | 2021 | |
|----------------------------------|------------------|------------------|-------------------------------|
| Property | \$ 64,444 | \$ 66,377 | |
| Mobile Property | 5,121 | 4,785 | |
| Fine Arts | - | - | (Included in Property) |
| Municipal Liability | 96,567 | 102,447 | |
| Automobile Liability | 19,544 | 20,060 | |
| Automobile Physical Damage | 27,638 | 27,638 | |
| Boiler and Machinery | 7,533 | 7,757 | |
| Airport Liability | - | - | (Included in Muni. Liability) |
| Bond | 1,186 | 1,190 | |
| MN Petrofund Supplemental Reimb. | - | - | (Included in Muni. Liability) |
| TOTAL | \$222,033 | \$228,283 | |


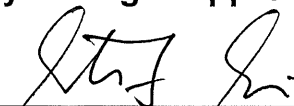
If the Mayor and Council concur with the recommendation for 2021, then the following resolution should be adopted.

RESOLUTION

BE IT RESOLVED by the City Council of the City of Winona, Minnesota, that it approves of the renewal, for 2021, of the City's property and liability insurance program (excluding workers' compensation) as listed above, effective January 1, 2021 and the City waives the monetary limits on tort liability established by MN Statutes 466.04 to the extent of the limits of the liability coverage obtained from the League of MN Cities Insurance Trust (LMCIT).

Please note: If the Council would like to change an option to the program, they may do so as part of the Resolution.

(Attachments)

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

Renewal for 2021

PROPERTY

| | <u>2020</u> | <u>2021</u> |
|--|------------------|------------------|
| <u>Real & Personal Property</u> | \$ 100,439,937 | \$ 103,430,643 |
| Rates/\$1,000 | .642 | .642 |
| Deductible* | 50,000 | 50,000 |
| Premium | \$ <u>64,444</u> | \$ <u>66,377</u> |

Property Sublimits

| | | |
|--|-----------------|-----------------|
| Valuable Papers – Per Location | \$ 500,000 | \$ 500,000 |
| Loss of Revenue, Extra Expense | | |
| - Per Occurrence | 5,000,000 | 5,000,000 |
| Debris Removal / No Physical Damage to covered property | | |
| - Per Occurrence | 50,000 | 50,000 |
| Debris Removal / Physical Damage to covered property | | |
| - Per Occurrence | 25% of the loss | 25% of the loss |

Cyber Exposure

- Data Security Breach Response \$250,000
- Loss or revenue, extra expense, expediting expenses \$500,000
- Data & Media restoration due to cyber virus or hacking attack \$1,000,000
- Aggregate for all coverages \$2,000,000

- * \$50,000 deductible/occurrence is subject to a \$200,000 aggregate deductible for 12 months;
\$1,000 deductible for property losses thereafter.

Renewal for 2021

INLAND MARINE

| | <u>2020</u> | <u>2021</u> |
|---------------------------------------|---|--------------|
| Mobile Equip. (Total Equip Limit) | \$ 4,502,124 | \$ 5,426,937 |
| Rates/\$1,000 | 1.137 | .882 |
| Replacement Cost | | |
| Misc. Equip. | Values less than \$250,000 - blanket property limit applies | |
| Inland Marine Deductible | 50,000 | 50,000 |
| Premium | \$ 5,121 | \$ 4,785 |

- * \$50,000 deductible/occurrence subject to a \$200,000 aggregate deductible for 12 months;
\$1,000 deductible for property losses thereafter.

Renewal for 2021

MUNICIPAL LIABILITY

| | <u>2020</u> | <u>2021</u> |
|-----------------------------|------------------|-------------------|
| Liability | \$ 2,000,000 | \$ 2,000,000 |
| Deductible | 50,000 | 50,000 |
| Aggregate Deductible | 200,000 | 200,000 |
| Errors & Omissions Coverage | Included | Included |
| Premium | <u>\$ 96,567</u> | <u>\$ 102,447</u> |

(Liability Coverage includes City of Winona & Port Authority)

In addition to the overall coverage limit of \$2,000,000 per occurrence, there are also annual aggregate limits – limits on the total amount of coverage for the year, regardless of the number of claims – for certain specific risks.

Aggregate limits apply to the following:

| | 2021 |
|------------------------------------|----------------------|
| Products/Completed Operations | \$3,000,000 Annually |
| Failure to Supply Utilities | \$3,000,000 Annually |
| Electromagnetic Fields | \$3,000,000 Annually |
| Limited Contamination | \$3,000,000 Annually |
| Land Use & Special Risk Litigation | \$1,000,000 Annually |
| Employers Liability (work comp) | \$2,000,000 Annually |
| Data Security Breach | \$3,000,000 Annually |

Renewal for 2021

AUTOMOBILE

| | <u>2020</u> | <u>2021</u> |
|-----------------------------------|------------------|------------------|
| Liability | \$ 2,000,000 | \$ 2,000,000 |
| Deductible | 50,000 | 50,000 |
| Rented/Leased Auto | Included | Included |
| Volunteer Liability | Included | Included |
| Uninsured & Underinsured Motorist | 200,000* | 200,000* |
| Premium | <u>\$ 19,544</u> | <u>\$ 20,060</u> |
| Auto Physical Damage | | |
| Deductible | 5,000 | 5,000 |
| Premium | <u>\$ 27,638</u> | <u>\$ 25,667</u> |

* Automatic limit given by LMCIT. There is no longer an option to increase the limit.

Renewal for 2021

BOILER & MACHINERY

| | <u>2020</u> | <u>2021</u> |
|---------------------------------------|--------------------------|--------------------------|
| Limit of Insurance | \$ 100,439,937 | \$ 103,430,643 |
| (Rate based on total property values) | | |
| Comprehensive Protection | Blanket All Locations | Blanket All Locations |
| Deductible | 50,000 | 50,000 |
| Premium | \$ <u>7,533</u> | \$ <u>7,757</u> |

Higher deductible option is not available for Boiler & Machinery coverage.

Renewal for 2021

AIRPORT LIABILITY

| | <u>2020</u> | <u>2021</u> |
|-------------------------|------------------------------------|------------------------------------|
| Each Occurrence | \$ 2,000,000 | \$ 2,000,000 |
| Aggregate | 3,000,000 | 3,000,000 |
| Deductible | 50,000 | 50,000 |
| Hangarkeepers Liability | | |
| Each Aircraft | Unlimited | Unlimited |
| Each Occurrence | | |
| Deductible | 50,000 | 50,000 |
| Premium | Included in Municipal Liability | Included in Municipal Liability |

Renewal for 2021

BOND

| | <u>2020</u> | <u>2021</u> |
|---|-----------------|-----------------|
| Employee Dishonesty & Faithful Performance (Coverage for the City & the Port Authority) | \$ 1,000,000 | \$ 1,000,000 |
| Deductible | 75,000 | 75,000 |
| Premium | <u>\$ 1,186</u> | <u>\$ 1,190</u> |

MINNESOTA PETROFUND SUPPLEMENTAL REIMBURSEMENT

Maximum Limit: Now included in the Municipal Liability Program.
No specific charge

Premium Included

Renewal for 2021

OPEN MEETING LAW

| | <u>2020</u> | <u>2021</u> |
|-----------|--|-------------|
| Liability | \$ 50,000 | \$ 50,000 |
| Premium | No premium – included in Municipal Liability | |

Open Meeting Law Defense Reimbursement

City council members may be sued for alleged violations of Minnesota's Open Meeting Law. The cost of defending these suits for individual council members can often be fairly expensive. To avoid this uncovered exposure to the council member or the city, LMCIT has made available Open Meeting Law defense cost reimbursement coverage.

The coverage will reimburse City officials for 100% of the legal costs they incur to defend themselves if they are charged with violating the Open Meeting Law. Coverage is limited to \$50,000. This is the most LMCIT will reimburse any one City official for defense costs for open meeting law lawsuits or the number of actual violations.

There are two major kinds of costs for which this coverage would not reimburse the City official 1) Any fine or penalty for violating the Open Meeting Law; 2) Any award that orders the City official to pay for the opposing party's attorney fees.

Renewal for 2021

PREMIUM SUMMARY

| | <u>2020</u> | <u>2021</u> |
|--|--------------------------|--------------------------|
| Property | \$ 64,444 | \$ 66,377 |
| Mobile Property | 5,121 | 4,785 |
| Fine Arts | Included | Included |
| Municipal Liability | 96,567 | 102,447 |
| Automobile Liability | 19,544 | 20,060 |
| Automobile Physical Damage | 27,638 | 25,667 |
| Boiler & Machinery | 7,533 | 7,757 |
| Airport Liability | Included | Included |
| Bond | 1,186 | 1,190 |
| Minnesota Petrofund Supplemental Reimbursement | Included | Included |
| Open Meeting Law | Included | Included |
| Total Premium | \$ <u>222,033</u> | \$ <u>228,283</u> |

REQUEST FOR COUNCIL ACTION

| | | |
|--|--------------------------------|------------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date:</i> |
| <i>No:</i> 5 | Community Development | 2/16/2021 |
| <i>Item:</i> Call for Public Hearing to Consider Assessing Cost for Removal of Hazardous Structures | | |
| <i>No.</i> 5.2 | | |

SUMMARY OF REQUESTED ACTION:

On December 3, 2019, the owner of the real property located at 1065 Marian Street, Donna L. Dzwonkowski, entered into an Agreement and Consent to Removal of Hazardous Building with the City, whereby, the owner consented to the removal of hazardous buildings on the real property and consented to the cost of removal being charged against the real property. The lienholder, WNB Financial N.A., formerly known as Winona National and Savings Bank, also joined in the agreement.

Minnesota Statute Section 463.151 provides that the City may remove or raze any hazardous building(s) upon obtaining the consent in writing of the owner(s) of record, occupying tenants, and lienholder(s) of record and the costs shall be levied and collected only as a special assessment in not to exceed five equal annual installments with interest thereon at eight percent per annum.

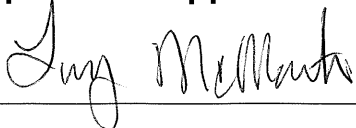
The first step in considering to levy and collect the costs as a special assessment for the removal of the hazardous buildings, which existed at 1065 Marian Street is for the City Council to set a public hearing for Monday, March 15, 2021.

If the Council concurs, a motion to approve the attached resolution calling for a public hearing would be appropriate.

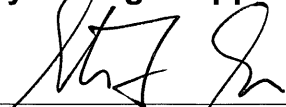
Attachments:

1. Exhibit A – Agreement and Consent to Removal of Hazardous Building
2. Exhibit B – Assessment Roll to Removal of Hazardous Building
3. Resolution Calling for a Public Hearing

Department Approval:



City Manager Approval:



RESOLUTION

RESOLUTION SETTING PUBLIC HEARING REGARDING SPECIAL ASSESSMENT FOR ABATEMENT COSTS AND EXPENSES INCURRED IN REMOVING A HAZARDOUS BUILDING FROM THE PROPERTY LOCATED AT 1065 MARIAN STREET, WINONA, MINNESOTA

WHEREAS, pursuant to Minnesota Statutes, Section 463.151, the City may remove or raze any hazardous building upon obtaining the consent in writing of all owners and lienholders of record and the cost shall be levied and collected only as a special assessment in not to exceed five equal annual installments with interest thereon at eight percent per annum; and

WHEREAS, all owners and lienholders of the real property located at 1065 Marian Street in the City of Winona have consented to the removal of a hazardous buildings (home and garage) from the real property and the subsequent charge against the real property of the cost of demolition and removal and the administrative fees attendant therewith; and

WHEREAS, the cost of demolition and removal fees attendant therewith as of the date of this Resolution is \$32,848.12.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winona, Minnesota:

1. A hearing shall be held at 6:30 p.m. on March 15, 2021 in City Hall to pass upon the proposed assessment against the real property located at 1065 Marian Street for the removal of the hazardous buildings (home and garage).
2. All persons affected by this assessment shall be given an opportunity to be heard with reference to such assessment.
3. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall also cause mailed notice to be given to the owner of the real property and all lien holders described in the assessment roll not less than two weeks prior to the hearing.
4. The assessment shall be payable in five (5) equal installments with interest thereon at eight percent per annum. If not paid within 30 days of the date of adoption, the assessment shall be certified to the County Auditor/Treasurer to be placed on the tax roll for collection in the same manner as property taxes.

Dated this _____ day of _____, 2021.

Scott D. Sherman
Mayor

Attest:

Monica Hennessy Mohan
City Clerk

EXHIBIT A

**Agreement and Consent to
Removal of Hazardous Building**

AGREEMENT AND CONSENT TO REMOVAL OF HAZARDOUS BUILDING

THIS AGREEMENT is made by Donna L. Dzwonkowski, hereinafter "Owner", and WNB Financial N.A., formerly known as Winona National and Savings Bank, hereinafter "Lienholder" and the City of Winona, a municipal corporation under the laws of the State of Minnesota, hereinafter "the City".

The parties represent and affirm that:

WHEREAS, Donna L. Dzwonkowski, is the owners of real property located at 1065 Marian Street in the City of Winona, County of Winona, State of Minnesota, and legally described as follows:

LOT NINETEEN (19) IN BLOCK ONE (1) OF REINKE AND WRIGHT'S ADDITION TO THE CITY OF WINONA, MINNESOTA. SAID ADDITION OVERLYING A PART OF WHAT WAS FORMERLY KNOWN AS LOTS TWENTY-SIX (26), AND TWENTY-SEVEN (27), SECOND PLAT OF SUB-DIV. OF SECTION 21, TOWN OF WINONA, AND BEING LOCATED UPON AND FORMING A PART OF THE NORTH ONE-HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION TWENTY-ONE (21), TOWNSHIP ONE HUNDRED SEVEN (107), NORTH OF RANGE SEVEN (7), WEST OF THE FIFTH PRINCIPAL MERIDIAN, WINONA COUNTY, MINNESOTA.

Parcel Number: 32.415.0220, hereinafter "the Property"; and

WHEREAS, the City Building Official has made a determination that the house and garage located on the Property is a hazardous building under Minn. Stat. Sec. 463.15, subd. 3, and has communicated this determination to the Owner by letter dated October 21, 2019; and,

WHEREAS, Owner understands that Owner has the right to hire an independent contractor to remove the hazardous structures (house and garage) subject to all applicable laws, ordinances, codes, regulations and policies; and

WHEREAS, the Owner has requested, pursuant to Minn. Stat. §463.151, that the City remove the hazardous structures (house and garage) and charge the cost of removal against the Property; and

WHEREAS, Minn. Stat. §463.151 also requires the consent in writing of all lienholders of record; and

WHEREAS, the City is willing to contract for the removal of the hazardous structures (house and garage), provided the Owner and Lienholder consent, in writing, to said removal and subsequent charges against the Property of the cost of demolition and removal and the

administrative fees attendant therewith;

NOW THEREFORE, the parties agree to the following terms:

1. Owner hereby consents to the demolition and removal of the hazardous structures (house and garage) located on the Property by the City. Owner understands and acknowledges that the cost of demolition and removal, and the administrative fees attendant therewith, shall be charged against the Property.
2. Owner certifies that WNB FINANCIAL, NA, is the only lienholder of record.
3. Lienholder consents to the demolition and removal of the hazardous structures (house and garage) located on the Property and understands and acknowledges that the cost of demolition and removal, and the administrative fees attendant thereto, shall be charged against the Property.
4. The City received a written estimate for removal of the house and garage, and repair of the land where the house and garage are located. That estimate totaled \$18,000, and includes demolition of the house and garage, removing sewer and water services, removing and disposal of the foundation, backfill excavation, and filling in the removed foundation with dirt. The estimate does not include possible asbestos testing and remediation that could result in additional expenses up to \$5,000.
5. At the request and consent of the Owner and the Lienholder, the total cost of demolition and removal of the hazardous structures (house and garage) from the Property as set forth in numbered paragraph 4 above, subject to reasonable variation owing to unexpected circumstances or conditions at the Property, shall be assessed against the Property, and shall be paid by Owner according to the current state statute and city ordinance provisions concerning payment of such special assessments.
6. Owner acknowledges the benefit to the Property and to Owner of having the City contract for the demolition and removal of the hazardous structures (house and garage) and spread the cost thereof over time, and hereby waives any objections or rights of appeal which Owner may otherwise have with respect to the assessment for the Removal of Hazardous Building agreed to in Paragraph 5 above, whether the same be based upon procedural error under Minnesota Statutes Ch. 429 or other law, ordinance or regulation, or upon a claim that the amount of the assessment

is excessive, or upon any other alleged defect.

7. The obligation to pay for the Removal of Hazardous Building and the waiver of objections and appeal rights shall continue until the amount owed is paid in full.

8. This agreement shall inure to the benefit of and be binding upon the successors in interest of all parties. Owner shall notify any successor to Owner's interest in the Property of the existence and terms of this Agreement.

Dated: 12-3-2019

Donna L. Dzwonkowski
Donna L. Dzwonkowski

WNB FINANCIAL N.A.

Dated: 11-20-19

By: Karen M. Gaspik
Its: Retail Banking Officer

By: Ashley A. Lambert
Its: Retail Banking manager

CITY OF WINONA

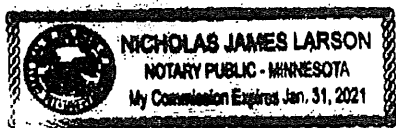
Dated: 12-6-19

By: Mark F. [Signature]
Its: MAYOR

By: Donna Hennessy [Signature]
Its: City Clerk

STATE OF MINNESOTA)
) -ss-
COUNTY OF WINONA)

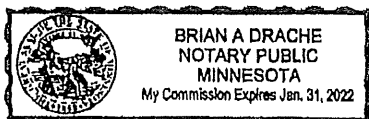
On this 3rd day of December, 2019, before me a Notary Public within and for said County, personally appeared Donna L. Dzwonkowski, _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Nicholas James Larson
Notary Public

STATE OF MINNESOTA)
) -ss-
COUNTY OF WINONA)

On this 20th day of November, 2019, before me a Notary Public within and for said County, personally appeared Karen M. Cizak and Ashley A Hamby, to me personally known, who being each by me duly sworn did say that they are respectively the Retail Banking Officer and Retail Banking Manager of WNB FINANCIAL N.A., formerly known as Winona National and Savings Bank, National Association, and that said instrument was signed on behalf of said WNB FINANCIAL by authority of its Board of Directors and said Karen M. Cizak and Ashley A Hamby acknowledged said instrument to be the free act and deed of said WNB FINANCIAL NA.



Brian A Drache
Notary Public

STATE OF MINNESOTA)
) -ss-
COUNTY OF WINONA)

On this 16 day of December, 2019, before me a Notary Public within and for said County, personally appeared Mark Peterson and Monica Hennessey Mohan, to me personally known, who being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mark Peterson and Monica Hennessey Mohan acknowledged said instrument to be the free act and deed of said municipal corporation.



Tina Melinda Stanton
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Michael E. Flaherty
Flaherty & Hood, P.A.
Winona City Attorney
111 Riverfront, Suite 306
Winona MN 55987
(507) 205-4905

EXHIBIT B

**ASSESSMENT ROLL
REMOVAL OF HAZARDOUS BUILDING**

NAME OF OWNER : Donna L. Dzwonkowski
1065 Marian Street
Winona, MN 55987

LIENHOLDERS: WNB Financial N.A.
204 Main Street
Winona MN 55987

PARCEL NUMBER: 32.415.0220

LEGAL DESCRIPTION:

LOT NINETEEN (19) IN BLOCK ONE (1) OF REINKE AND WRIGHT'S ADDITION TO THE CITY OF WINONA, MINNESOTA. SAID ADDITION OVERLYING A PART OF WHAT WAS FORMERLY KNOWN AS LOTS TWENTY-SIX (26), AND TWENTY-SEVEN (27), SECOND PLAT OF SUB-DIV. OF SECTION 21, TOWN OF WINONA, AND BEING LOCATED UPON AND FORMING A PART OF THE NORTH ONE-HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION TWENTY-ONE (21), TOWNSHIP ONE HUNDRED SEVEN (107), NORTH OF RANGE SEVEN (7), WEST OF THE FIFTH PRINCIPAL MERIDIAN, WINONA COUNTY, MINNESOTA.

ASSESSMENT AMOUNT: \$32,848.12

REQUEST FOR COUNCIL ACTION

| | | |
|---|--------------------------------|----------------|
| <i>Agenda Section:</i> New Business | <i>Originating Department:</i> | <i>Date</i> |
| <i>No:</i> 5. | Planning | 2/16/21 |
| <i>Item:</i> Comprehensive Plan Update | | |
| <i>No.</i> 5.3 | | |

SUMMARY OF REQUESTED ACTION:

As presented at Pre-Council on February 1st, staff is working on updating the City's 2007 Comprehensive Plan. At this meeting, staff is seeking Council approval of the preliminary topic list for the plan (Attachment A). The topic list will serve as a starting point for creating the RFP to select a consultant.

Staff is also requesting Council approval of the preliminary engagement plan provided by Engage Winona (Attachment B). Engage Winona would work with the planning consultant selected through the RFP process and serve as a local resource to facilitate public participation. This is similar to Engage Winona's role in the development of other City plans.

Should Council concur with the preliminary topic list and engagement plan, a motion to approve them would be in order.

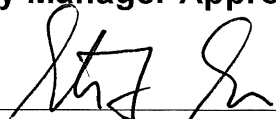
Attachments:

- A) 2022 Comprehensive Plan Preliminary Topic List
- B) 2022 Comprehensive Plan Preliminary Engagement Plan

Department Approval:



City Manager Approval:



2022 Comprehensive Plan Preliminary Topic List

(Equity, Technology, and Sustainability incorporated into each)

1. **Land Use and Development** (e.g. Updated growth and density; Potential Expansion in Township areas (complementary development; future public buildings); Mankato/Menards/Walmart area, Junctions St, etc; Downtown - build off DT strategic plan, continued development of riverfront and riverfront trail; note potential redevelopment areas)
2. **Housing and Neighborhoods** (e.g. Updated Demographics; increased housing choice; Neighborhood character areas – e.g. East End, WSU area, Lakes Area, Valley Subdivisions)
3. **Economic Development** (e.g. competitive edge, workforce, childcare, recreation, livability, alternative energy, physical development; riverfront development; commercial harbor)
4. **Environment** (e.g. Reference Natural Resource and Sustainability Plan, Alternative energy; climate change; water resources, stormwater management, open space, etc.)
5. **Transportation** (e.g. Update for projects completed; include Mn/DOT projects; focus on ability to implement; transit, airport, water traffic)
6. **Historic Preservation** (e.g. Intrinsic value of historic resources in our community, connection to economic development and reinvestment in core, connection to neighborhood identities and development practices)
7. **Accessible Government** (e.g. Increasing participation and representation on City Boards/Council; Incorporating technology to increase efficiency and access; Vision, mission, and values statement for Winona City government and individual departments)
8. **Arts and Culture** (Reference Arts Plan)
9. **Park and Recreation** (Reference Parks Plan and Bluffs Traverse plan; minor updates for park development/maintenance, connections *through* the community; our role in recreation)
10. **Transformative Projects** (Large/Complex projects that cover multiple sections and may be time and place specific)

Additional Sections:

A minimum of two (2) additional sections are to be included through public engagement process and as budget permits (e.g. physical and mental health, Lifelong Learning, Aging in Place, etc).

B)



DRAFT PROPOSAL FOR:



COMPREHENSIVE PLAN ENGAGEMENT

OVERVIEW + PREVIOUS WORK

Engage Winona proposes to lead and facilitate all community visioning, engagement and ideas for the City of Winona's comprehensive plan. Our work will serve as a key complement to a consultant providing overall guidance, expertise, technical research, and report creation for the plan.

Engage Winona will use its existing expertise, diverse community-wide networks, and local trust and knowledge to creatively and collaboratively bring the full Winona community together to envision the city's future, in gatherings, events, pop-up engagement, interactive surveys, projects and issue teams, and more. Our work will provide the city with a frame, foundation, vision, values, and future action to inform the comprehensive plan.

Engage Winona has been deeply engaged in city planning and engagement for years, ranging from celebratory and capacity-building to high-conflict issues. Several of these projects were intentionally designed to complement the city's comprehensive plan — we've already been leading portions of comprehensive plan engagement for years.

This collaborative work with the city includes leading or supporting several projects designed as components to the larger comprehensive plan:

- **East End Neighborhood Project (2018/2019):** Bringing together a full neighborhood to celebrate its history and imagine its future. We connected with diverse cross-sections of more than 400 neighborhood residents, built and strengthened relationships collected rich stories of the neighborhood's history and culture, heard a wide array of ideas for change, and designed and facilitated action teams to work on a number of neighborhood projects.
- **Arts and Culture Strategic Plan (2020/2021):** We're working in close collaboration with the larger consultant, Cultural Planning Group, to build local networks, drive participation, and tailor engagement to meet local cultural needs.
- **Sustainability Plan (2021):** We're about to lead all public engagement for the sustainability plan, focused on cultivating input across a diverse range of stakeholders and facilitating groups of folks traditionally in conflict with each other to generate consensus, buy-in, and shared ideas.

Engage Winona has also played a supporting role in driving participation for the Downtown Strategic Plan and the Comprehensive Parks, Open Space, and Recreation System Plan, led the Winona Friendship Center Dementia Friendly Conversations, and facilitated the Elementary Reuse Dialogues.



EXPERTISE

Engage Winona, a civic engagement and changemaking nonprofit founded by former Winona Daily News editor Brian Voerding, has designed and led large engagement projects with the City of Winona, Winona State University, Winona County, Saint Mary's University, Minnesota Marine Art Museum, and many other community partners for years.

A unique resource. Few cities have an organization to naturally collaborate with on planning projects like Engage Winona, which leads community input and engagement at the same level of expertise and quality as much larger consulting firms, while having an unparalleled level of local access, networks, and trust.

Local, local, local. Engage Winona's deep roots here mean we understand the politics, culture, histories, relationships, and other factors that influence community change. Plus — since we already live and work here, we don't charge any of the travel, hospitality and other fees outside consultants do.

From input to collaboration. Engage Winona doesn't just ask folks for their input — we engage them directly and collaboratively in the work. Past projects have enlivened diverse communities to collaborate with organizations that serve them, helped organizations like universities co-create major programs with community stakeholders, assisted cultural institutions in reimagining how to welcome and engage visitors, and more.

Trusted diverse networks. Engage Winona has spent years building wide and deep networks to all corners of the community, from well-known leaders and organizations to unheard, underserved and isolated populations. We've worked for years to build trust through mutually beneficial projects and outreach, and have built levels of access and trust no other single organization can match.

Double the benefit. You get the engagement and outcomes you need — while supporting the work of an organization dedicated to community transformation. Engage Winona, as a mission-driven nonprofit, relies on contracts to support its free-to-all programming Engage to drive equitable civic action and social change by working to ensure everyone has access, voice and power in community planning, decision-making and changemaking. We promote our contract partners as major donors!



PRIMARY ACTIVITIES

- Design creative, collaborative engagement to reach the full community through connective gatherings, events, surveys, pop-up opportunities, and more
- Design full virtual complements to in-person engagement, both to account for COVID and to provide interactive alternatives to reach more community members
- Provide fun, capacity-building workshops and events for participants to learn more about engagement and how to turn their ideas into reality
- Collect meaningful, authentic input, visions, and ideas across topics (housing, entrepreneurship), populations (people of color, families), and sectors (education, manufacturing)
- Co-create a list of community values to guide future decision-making
- Train and guide topic teams, diverse cross-sections of community members focused on specific plan areas
- Hold one-on-one and small-group conversations with key community leaders and stakeholders to get ideas, buy-in and support
- Collect existing community input, research and reports from previous projects, nonprofit work, outreach efforts and groups, and curate into final report
- Serve as a key conduit for city staff and decision-makers — Winona City Council, Winona Planning Commission — with regular updates, check-ins, and availability
- Create a standalone report on engagement and public input to package with the comprehensive plan
- Work with plan consultant to integrate public input into all plan sections
- Ongoing support and guidance after the project has concluded



ENGAGEMENT DESIGN + APPROACHES

Our work and process evolve with every project. Here's an early look at the ways we plan to engage the community collaboratively, creatively, and with equity and action lenses:

REACH

- **Topic groups:** Recruiting and training community member-driven groups to co-lead engagement around specific topics and areas
- **Community wide:** Hosting (COVID-safe) virtual and in-person events with fun, interactive activities and creative approaches that appeal to large, diverse cross-sections of community members
- **Neighborhoods:** Meeting folks and hosting events where they live, and celebrating the cultural and social identities of their neighborhoods
- **Sectors:** Creating and convening groups and networks based on community sectors (education, arts+culture, economic development) to build new relationships and collectively generate strong, future-oriented ideas
- **Issues:** Creating and convening groups based on interest in specific community issues from mutual interest and lived experience (racial equity, sustainability, affordable housing), and providing intentional facilitation to create resource connections, generate ideas, and drive action
- **Decision makers:** Offering unique one-on-one and small-group conversations to well-known and established community leaders and decision-makers to cultivate buy-in
- **Data collection + curation:** Collecting previous community knowledge, input, outreach, reports, and formal and informal data and curating it into the final report

APPROACHES

- Creative + interactive
- Inclusive + welcoming
- Shared spaces + virtual
- Dreaming big + future-focused
- Values-based input
- Cultivating, training for future civic engagement



STAKEHOLDERS + GROUPS

NOTE: This is simply a draft list - the full list will be built in collaboration with the steering committee, topic groups and others, and will change, grow and evolve throughout the project.

ISSUE-BASED GROUPS

- Housing
- Economic development
- Arts + culture
- Entrepreneurship
- Diversity + equity
- Education
- Recreation

GENERAL STAKEHOLDER GROUPS

- **Neighborhoods**
 - East End, central Winona, blufftop and southern subdivisions, etc.
- **Youth and families**
 - PreK-12 education (public, religious/private, charter, alternative)
 - Parent + family groups, especially diverse (Our Voices, AIPAC)
- **Colleges and universities**
- **Churches + faith communities**
- **Young creatives + professionals**
- **Seniors and aging populations**
- **Business and economy**
 - Large business/manufacturers
 - Entrepreneurs and startups
 - Winona Area Chamber of Commerce + partners
 - Downtown businesses + retail
 - Cluster industries (composites, outdoor recreation, etc.)
- **Nonprofits + civically engaged/volunteers**
 - Winona Nonprofit Alliance
- **Civic, community groups**
- **Unheard, underserved voices**
 - Communities of color
 - Immigrants and refugees
 - Individuals + families in poverty
 - Disabled, differently abled
 - Those experiencing homelessness
- **Others to be determined collaboratively with steering committee**



HIGH-LEVEL DELIVERABLES

METHODS

- Creative gatherings to brainstorm + vision
- Fun, connection-driven events
- Stakeholder and issue-based listening sessions
- One-on-one conversations with community leaders
- Digital + printed surveys
- Social media organizing + engagement
- Participatory, vision-focused public input

NETWORKS + OUTREACH

- Creation and expansion of topic, sector, and issue-based networks
- Marketing and promotion of all engagement opportunities, both targeted invites to key stakeholders and decision-makers, as well as general public promotion

CAPACITY-BUILDING

- Train + facilitate topic groups
- Provide engagement workshops

DATA

- Integration of existing data from Engage Winona's Community Data Hub, more than 35,000 comments across a range of issues and topics
- Integration of previous Engage Winona reports from city projects
- Collection of previous community knowledge
- Collect, compile, clean and sort all data
- A comprehensive report
- A cleaned raw dataset for future use and analysis
- Public input integrated throughout the comprehensive plan

PROJECT MANAGEMENT

- Active communication, collaborative planning with city staff
- Facilitated conversations with steering committee, topic groups, city staff to share report results and discuss next steps
- Regular updates and check-ins with Winona City Council, Winona Planning Commission, other city bodies
- Ongoing availability during and after the project to discuss progress, challenges, opportunities and successes



TIMELINE

2021

- **Winter-spring:** Planning, designing, recruiting, messaging
- **Summer-fall:** Public participation + events focused on input, visioning, and dreaming big; community-wide marketing, creation and launch of topic teams
- **Fall:** Continued engagement focusing in on meaningful and achievable action; facilitation of topic teams
- **Winter:** Identifying and re-engaging on action and ideas; begin creating draft report

2022

- **Winter:** Identifying policy approaches and priorities
- **Spring-summer:** Iterative review - publish first draft, re-engage participants
- **Fall:** Creation of final draft
- **Winter:** Presentation for final approval

A NOTE ON COVID

Engage Winona acknowledges the ongoing disruptions and changes COVID-19 has created in the Winona community. We have designed and facilitated innumerable virtual, hybrid, and safe in-person gatherings in Winona since the beginning of the pandemic, and are comfortable working across all environments to effectively engage the community.

This proposal is submitted with the understanding that activities may change, including substantially, depending on COVID trends, state orders, and other factors beyond local control. Engage Winona commits to redesigning approaches and events, while communicating changes and working collaboratively with city staff and the steering committee and topic groups to adapt while ensuring the work meets outcomes and goals.

CITY RESOURCES

Engage Winona has a rich history of collaborating with the city on civic engagement projects. Engage Winona sets its rates at budget-friendly levels; in exchange, the city offers certain assets and resources in support:

- Ongoing collaboration with city staff
- Invitations to staff to participate in events and gatherings
- Use of available equipment (tables, audio gear, etc.)
- Use of technology as needed to increase access to virtual engagement
- Use of city facilities for events and gatherings



REQUEST FOR COUNCIL ACTION

Agenda Section: **Council Concerns**

Originating Department:

Date:

No: **7**

City Clerk

02/16/21

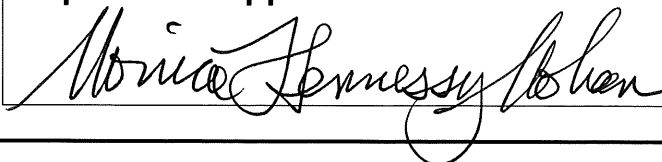
Item: **Council Concerns**

No. **7.1**

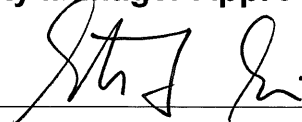
SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: **Consent Agenda**

Originating Department:

Date:

No: **8**

City Clerk

02/16/21

Item: **Consent Agenda**

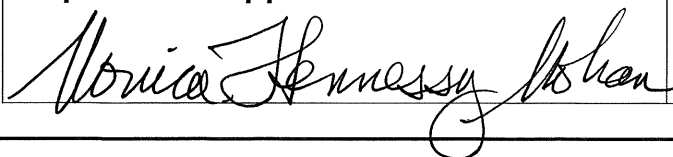
No. **8.**

SUMMARY OF REQUESTED ACTION:

City Clerk: Item No. 8.1: Approval of Minutes – February 1, 2021

Minutes of the February 1, 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:

