

Winona City Council Zoom Meeting Access and Procedures

March 15, 2021

Meeting type: The regular meeting of the Winona City Council is being conducted electronically pursuant to Minnesota State Statute 13D.021, following the adoption of Resolution 2020-17 Declaring a Special Emergency, as adopted by the Winona City Council on Monday, March 16, 2020.

All interested parties are invited to watch or listen to meeting via electronic means. This meeting is open to the public via web or phone. This meeting begins at 6:30 p.m.; please log in prior to the start of the meeting. You may exit the meeting at any time.

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- If you have headphones, please use them as that will limit background noise.
- Please mute your audio until you wish to speak. Then unmute your audio, and ask the Mayor for permission to talk.



Winona City Council Agenda

Monday, March 15, 2021

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

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

Community Development 1. Levy Special Assessment for Removal of Hazardous Buildings at 1065 Marian Street

Planning 2. Unified Development Code Text Amendment – Storage Permitted With Standards in Mixed Use-Downtown Fringe Zoning District

3. Petitions, Requests, Communications

City Clerk 1. Massage Therapy Licenses

Parks & Recreation 2. Farmers Market License Agreement

Parks & Recreation 3. License Agreement for the Mid West Music Fest

City Clerk 4. Sign Requests

City Clerk 5. Appointments to the Board of Adjustment

4. Unfinished Business

5. New Business

Public Works 1. Facilities Plan for Wastewater Treatment Plant

Community Development 2. Washington Crossing Subordination Agreement

Parks & Recreation 3. Adoption of the Aghaming Park Management Plan

Parks & Recreation 4. Aghaming Park – Sam Gordy’s Slough Restoration Project Request

Finance 5. Financial Planning Model

City Engineer 6. Certification of Completion, Final Estimate, Resolution of Acceptance – 2020 Bituminous Mill & Overlay Project

Public Works 7. Lake Park Revegetation Proposal

Public Works 8. Lake Winona Prairie Demonstration Area Prescribed Burn

Public Works 9. DNR Shade Tree Bonding Grants

City Council Agenda

March 15, 2021

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6. Reports of Committees	
7. Council Concerns	
<i>City Clerk</i>	1. Council Concerns
8. Consent Agenda	
<i>City Clerk</i>	1. Approval of Minutes – March 1, 2021
<i>City Clerk</i>	2. Claim Against the City by Doreen Rieger
9. Adjournment	

REQUEST FOR COUNCIL ACTION

Agenda Section: Required Public Hearings	Originating Department: Community Development	Date: 3/15/2021
No: 2	Item: Levy Special Assessment for Removal of Hazardous Buildings at 1065 Marian Street	
No. 2.1		

SUMMARY OF REQUESTED ACTION:

Pursuant to a public hearing notice mailed and published in the official newspaper, a public hearing is being held to consider levying a special assessment in the amount of \$32,848.12 for the cost incurred in removing the hazardous structures (home and garage) at 1065 Marian Street.

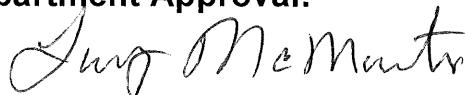
An opportunity should be provided to any person affected by this proceeding to speak for or against the proposed special assessment.

Following the public hearing, if Council concurs, a motion to adopt the attached resolution to levy the special assessment would be in order.

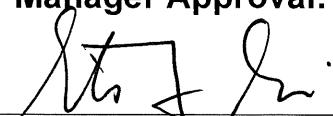
Attachments:

1. Resolution Adopting the Special Assessment
2. Exhibit A – Assessment Roll to Removal of Hazardous Building

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 463.151 and the Agreement and Consent to Removal of Hazardous Building executed by all owners and lienholders of the real property located at 1065 Marian Street, Winona, Minnesota, the City removed hazardous buildings (home and garage) from the real property. The real property is legally described as follows the "Subject Property":

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.

and

WHEREAS, pursuant to Minn. Stat. § 463.151, the City is entitled to impose a lien in the amount of the costs and expenses it has incurred in removing the hazardous buildings (home and garage) from the Subject Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINONA, MINNESOTA, AS FOLLOWS:

1. The City of Winona incurred actual costs totaling \$32,848.12, which was incurred hiring contractors to raze the home and garage at the Subject Property and clean all debris from the Subject Property.
2. That the amount of the costs and expenses actually incurred by the City in removing the hazardous buildings from the Subject Property, as set forth in the Assessment Roll, which is attached hereto and incorporated herein by reference as Exhibit A, shall be imposed as a special assessment payable in five 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 paced on the tax roll for collection in like manner as property taxes.

Dated this _____ day of _____, 2021.

Scott D. Sherman, Mayor

Attest:

Monica Hennessy Mohan, City Clerk

EXHIBIT A

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 $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) 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

Agenda Section: Public Hearings	Originating Department:	Date
No: 2	Planning	3/15/2021
Item: Unified Development Code Text Amendment – Storage Permitted With Standards in Mixed Use-Downtown Fringe Zoning District		
No. 2.2		

SUMMARY OF REQUESTED ACTION:

Applicant Black Squirrel Properties is proposing a text amendment to the Unified Development Code (UDC) to allow storage as a permitted with standards use in the Mixed Use-Downtown Fringe Zoning District. The Winona Planning Commission held a public hearing to consider the application on February 8, 2021. In considering the effect on the health, safety, and welfare of the community, the Planning Commission unanimously recommended approval of the proposal with the following standards:

- 1) All storage use related activities must be performed entirely within a building.
- 2) The storage use shall not be located in the front 50% of a building's first floor area with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear.
- 3) Designated parking and loading facilities shall not be located in the front 50% of the property.
- 4) All parking and loading areas shall comply with the provisions of UDC 43.03.42 Screening, Walls, and Fences Standards.

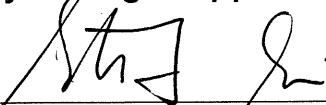
The Planning Commission agenda item from February 8, 2021 and associated minutes excerpt are attached to this agenda item for reference.

Following a public hearing, the City Council may:

- 1) Approve request. Should the City Council concur with the recommendation of the Planning Commission, a motion to approve the request and adopt the ordinance amending Winona City Code Chapter 43 – Unified Development Code should be made.
- 2) Deny the Request. If this action is taken, City Staff recommends motioning to direct staff to return with a resolution of denial.
- 3) Table the Request.

Attachments:

- 1) Draft ordinance amending Winona City Code Chapter 43 – Unified Development Code
- 2) February 8, 2021 Planning Commission agenda item and staff report
- 3) February 8, 2021 Planning Commission minutes excerpt

Department Approval: 	City Manager Approval: 
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ORDINANCE NO. _____

AN ORDINANCE AMENDING WINONA CITY CODE,
CHAPTER 43 – UNIFIED DEVELOPMENT CODE

THE CITY OF WINONA DOES ORDAIN (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as their number and title):

SECTION 1: That the Winona City Code, Chapter 43 – Unified Development Code, Section 43.02.22 Use Tables, Subsection B) Table 43-1, Principal Uses Table, be amended as follows:

Table Error! No text of specified style in document.-1: Principal Uses Table

Residential														Agricultural	Use Specific Standards
Household Living															
Dwelling, single-family	P	P	P	P	P	P			P	P				P	C
Dwelling, two- to four-family			PS	P	P	P			P	P					Yes
Dwelling, conversion to two-, three-, and four-family			C	PS	PS	PS			PS	PS					Yes
Dwelling, attached townhouse or rowhouse (5 or more units)			C	PS	PS	PS		PS	PS	PS	PS	PS			Yes
Dwelling, apartment (5 or more units)						P		P	P	PS	PS	PS			Yes
Dwelling, apartment mixed use (1 or more units)							PS	PS	PS	P	P	P			Yes
Manufactured home park			C	C	C	C	C	C	C	C	C	C			Yes
Group Living															
Assisted living facility					C	P	C	C		P	P	P			
Emergency Shelter							C	C	C	C	C	C			Yes
Fraternity or sorority				C	C		C	C							Yes
Long-term or transitional care facility				C	P	C	C		P	P	P				

Table Error! No text of specified style in document.-1: Principal Uses Table

P = Permitted

PS = Permitted with Standards

C = Conditional

Blank Cell = Prohibited

	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Overnight Shelter							C	C	C	C	C	C				Yes
Residential care, licensed in-home (6 or fewer persons)	P	P	P	P	P	P	P	P	P	P	P	P			P	E
Residential care, licensed in-home (7 or more persons)			P	P	P	P	P	P	P	P	P	P				
Roominghouse (3 or greater units)							C	C		C	C	C				
Lodging																
Bed and breakfast (B&B), owner-occupied tourist home, 2 rooms maximum	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
B&B, owner-occupied tourist home, 3 rooms maximum			I	I	I	I	PS	PS	I	I	PS	PS				Yes
B&B, owner-occupied tourist home, 5 rooms maximum				I	I	PS	PS	I	I	PS	PS					Yes
B&B, owner-occupied tourist home, any number of rooms					I	PS	PS	I	I	PS	PS					Yes
Hotel							P	P			P	P				
Motel or motor hotel								PS			PS	PS				Yes
Residential retreat center, non-owner occupied tourist home	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
Public & Institutional																
Cemetery	P	P													P	Z
Club or lodge					C	C	C	C	C	C	C	C				
Emergency service facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
Hospital					C				C	C	C					Yes
Municipal, county, state, or federal administrative building	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
Religious facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
School, college or university	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes

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	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS	
School, elementary or secondary	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes	
School, nursery or preschool	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes	
School, trade or business	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes	
Commercial																	
Food, Beverage, & Indoor Entertainment																	
Adult use establishment													PS	PS	PS		Yes
Bar, cocktail lounge, and night club							P	P	C	C	P	P	P	P		Yes	
Brewpub							P	P	C	C	P	P	P	P		Yes	
Commercial recreation or entertainment facility, indoor							PS	PS			PS	PS	PS			Yes	
Conference or convention center							C	C			C	C	C	C		Yes	
Public recreation facility, indoor				PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			Yes	
Restaurant							P	P	P	P	P	P	P	P		Yes	
Restaurant, drive-through or drive-in							PS		C	PS	PS	PS	PS			Yes	
Theater						PS	PS	C	C	PS	PS	PS	PS			Yes	
Retail Sales																	
Gas station							C	C	PS	PS	PS	PS	PS			Yes	
Automotive sales and leasing							C			PS	PS	PS	PS			Yes	
Billboard or outdoor advertising, off-premise sign							C	C		PS	PS	PS	PS			Yes	
Grocery, food, or beverage store							P	P	P	P	P	P	P			Yes	
Heavy consumer goods store							C	P		C	P	P	P			Yes	
Pharmacy or convenience store							P	P	P	P	P	P	P			Yes	
Retail store, not listed							P	P	P	P	P	P	P			Yes	
Retail store with drive-through							C	PS	C		PS	P	PS	PS			
Personal Services																	
Animal hospital or veterinary clinic							C	C		PS	PS	PS	PS	PS		Yes	

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	RESIDENTIAL			MIXED USE			BUSINESS			INDUSTRIAL			AGRICULTURAL	USE SPECIFIC STANDARDS
Animal kennel													PS	Yes
Automotive repair, minor					C	PS	C	PS	PS	PS	PS	PS		Yes
Automotive repair, major						PS				PS	PS	PS		Yes
Clinic				P	P	P	P	P	P	P	P	P		Yes
Day care facility					P	P	P	P	P	P	P	P		Yes
Funeral home or mortuary				C		C	C	C	P	P	P	P		Yes
Personal service and repair business					P	P	P	P	P	P	P	P		Yes
Personal service with drive-through					C	PS	C		PS	P	P	P		Yes
Storage facility						PS		P	P	P	P	P		Yes
Business & Technical Services														
Office, business, professional, or administrative				C	P	P	P	P	P	P	P	P		Yes
Publishing					P	P		P	P	P	P	P		Yes
Research or scientific laboratory					C	C		P	P	P	P	P		Yes
Studio, gallery or work space, commercial art/performance				C	C	C	C	P	P	P	P	P		Yes
Studio, visual or sound production					C	C		C	P	P	P	P		Yes
Industrial														
Brewery, large											PS			Yes
Brewery, small					C	C			PS	PS	PS			Yes
Construction contractor yard						C			PS	PS	PS			Yes
Crematory										PS				Yes
Farm winery											C			C
Makerspace					C	C	C	C	P	P	P	P		
Manufacturing, Light					C	C			PS	PS	PS			Yes
Manufacturing, Heavy											C			Yes
Meat packing, stockyard or slaughterhouse											C			
Microdistillery					C	C			PS	PS	PS	C		Yes
Printing				C	C			PS	PS	PS	PS			Yes

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	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS	
Scrap, salvage or storage yard															PS		Yes
Silica sand processing facility															C		Yes
Storage of Grain, Flour Fertilizer, Livestock Feed or Fuel													PS	PS			Yes
Warehouse or wholesale trade								C					P	P	P		
Recreation & Open Space																	
Active park or playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		II
Campground															PS		Yes
Golf course	C	C	C	C	C	C									C		L
Marina													P	P			
Passive park, open space, natural area, or trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		C
Nature or wildlife preserve, sanctuary, management area, or historic area															P		C
Commercial recreation, outdoor							C	C		PS	PS	PS	PS	PS			Yes
Public recreation, outdoor					PS	PS	C	C	PS	PS	PS	PS	PS	PS			Yes
Natural Resources & Agriculture																	
Agriculture - raising of crops	P														P		X
Agriculture - raising of livestock	PS														PS		Yes
Animal stable															PS		Yes
Commercial greenhouse, nursery, tree farm, or orchard	PS									C	C	PS	PS	PS			Yes
Community garden	P	P	P	P	P	P	P	P	P					P		C	
Extraction pit														C			Yes
Land alteration when not incidental to construction of a permitted use	C	C	C		C	C			C					C			Yes

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	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Timber harvesting															P	II
Utilities & Transportation																
Airport															C	C
Electric or heat generation plant															C	
Essential services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N
Motor Freight Station														PS	PS	Yes
Parking, standalone structural							C	C	C	PS	PS	PS	PS	PS	PS	Yes
Parking, standalone non-structural							PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
Public/utility maintenance facility				P	P				P	P	P	P	P	P		
Railroad yard or freight station														PS		Yes
Regional utility lines and towers (pipelines, power transmission lines over 35 KV relay, commercial radio, television and communication towers)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Yes
Solar or wind farm															C	V
Transfer station														PS		Yes
Transportation facility used to ship silica sand														C		Yes
Water or sewer treatment facility														C		

SECTION 2. That Winona City Code, Chapter 43 – Unified Development Code, Section 43.03.74, Use Specific Standards for Commercial Principal Uses, be amended to add a new Subsection P), Storage Facility, as follows:

P) Storage Facility

- 1) All storage use related activities must be performed entirely within a building.

- 2) The storage use shall not be located in the front 50% of a building's first floor area with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear.
- 3) Designated parking and loading facilities shall not be located in the front 50% of the property.
- 4) All parking and loading areas shall comply with the provisions of UDC 43.03.42 Screening, Walls, and Fences Standards.

SECTION 3. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Winona, Minnesota, this _____ day of _____, 2021.

Mayor

Attested By:

City Clerk

PLANNING COMMISSION

**AGENDA ITEM: 4. Public Hearing – Unified Development Code Text Amendment:
Storage Facility as a Permitted with Standards Use in Mixed
Use-Downtown Fringe Zoning District**

PREPARED BY: Luke Sims

DATE: February 8, 2021

Request:

Michael Onstad, representing Black Squirrel Properties, LLC has submitted a Unified Development Code (UDC) Text Amendment Application to allow for storage facilities as Permitted with Standards in the UDC. Mr. Onstad's application received on January 8, 2021 and associated addendums received January 27, 2021 is found following this application.

The request is summarized as an amendment to 43.02.22(B), Table 43-1 Principal Uses Table to allow for storage facilities as permitted with standards as shown below in an excerpt (new language underlined and in red):

Table 0-1: Principal Uses Table

						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS	
Use Type	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Animal hospital or veterinary clinic							C	C		PS	PS	PS	PS	PS		Yes
Animal kennel															PS	Yes
Automotive repair, minor							C	PS	C	PS	PS	PS	PS	PS		Yes
Automotive repair, major								PS				PS	PS	PS		Yes
Clinic						P	P	P	P	P	P	P	P	P		Yes
Day care facility							P	P	P	P	P	P	P	P		Yes
Funeral home or mortuary						C		C	C	C	C	P	P	P		Yes
Personal service and repair business							P	P	P	P	P	P	P	P		Yes
Personal service with drive-through							C	PS	C		PS	P	P	P		Yes
Storage facility								PS		P	P	P	P	P		Yes
Business & Technical Services																
Office business, professional, or administrative						C	P	P	P	P	P	P	P	P		Yes
Publishing							P	P		P	P	P	P	P		Yes
Research or scientific laboratory							C	C		P	P	P	P	P		Yes

PLANNING COMMISSION

4. UDC TEXT AMENDMENT APPLICATION: STORAGE FACILITY USE

FEBRUARY 8, 2021

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Table 0-1: Principal Uses Table

Use Type	RESIDENTIAL					MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS	
	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2		
Studio, gallery or work space, commercial art/performance						C	C	C	C	C	P	P	P	P		Yes
Studio, visual or sound production						C	C			C	P	P	P	P		Yes
Industrial																
Brewery, large														PS		Yes
Brewery, small						C	C					PS	PS	PS		Yes
Construction contractor yard							C					PS	PS	PS		Yes
Crematory														PS		Yes
Farm winery														C		SS
Makerspace						C	C	C	C	P	P	P	P			
Manufacturing, Light						C	C					PS	PS	PS		Yes
Manufacturing, Heavy														C		Yes
Meat packing, stockyard or slaughterhouse														C		

Additionally, the applicant is proposing the following standards in his request:

1. All storage use related activities must be performed entirely within a building
2. The storage use shall not be located in the front 50% of a building with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear.

The standards proposed by Mr. Onstad will necessitate an amendment to City Code, Chapter 43 – Unified Development Code, Section 43.03.73 to include new Subsection P) Storage Facility as follows:

P) Storage Facility

- 1) All storage use related activities must be performed entirely within a building
- 2) The storage use shall not be located in the front 50% of a building with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear

Discussion:

Purpose of the Mixed Use-Downtown Fringe:

The purpose of the Mixed Use-Downtown Fringe district, as adopted in the UDC is "to provide an area for a mixture of uses that supports the downtown core area, including commercial, public, institutional, and residential, but accommodates light industrial uses as well. This district's character is intended to be similar to that of the MU-DC district but

also serves as a transition to adjacent residential neighborhoods with lower development densities and building heights than the downtown core."

In considering the proposed storage facility use, City Staff recommends the Planning Commission strongly consider standards that help the proposed use integrate well with the Mixed Use-Downtown Core zoning district. Both the MU-DC and MU-DF are districts that encourage engagement with the street, promote walkability, and have a higher building design standards that support those goals, including filling property frontages, transparency standards, and building materials standards.

Applicability of Request:

The proposed request will allow storage facilities as a permitted use with standards in the Mixed Use-Downtown Fringe zoning district which is shown below in light green and outlined in red:



To-date, the Mixed Use-Downtown Fringe zoning district is composed of approximately 31 acres made up of 70 addressed properties. Additionally, any future properties zoned Mixed Use-Downtown Fringe would have storage facilities as permitted uses with standards. The properties currently zoned Mixed Use-Downtown Fringe host a range of building types and uses largely unchanged from their previous building type and use prior to the creation of the zoning district in 2017 with the adoption of the Unified Development Code. This is representative the transitional nature of the district.

Standards Under Consideration

The applicant is proposing two standards that City Staff is supportive of:

1) All storage use related activities must be performed entirely within a building

By requiring that all storage use related activities must be performed entirely within a building, the proposed storage facility use will be distinctly different from the automobile-oriented storage facility uses typically found nearer to highways and as allowed as permitted uses in the B-1, B-2, B-3, I-1, and I-2 zoning districts. By limiting the footprint of storage facilities to the confines of a building, the use will act more similarly to other downtown properties despite housing storage.

- 2) *The storage use shall not be located in the front 50% with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear.*

By limiting storage facilities to the rear 50% of a building, properties adopting this use in the MU-DF will still be required to maintain desirable street-front space for other permitted uses which more actively engage with the street. This requirement mirrors the same percentage of floor space restriction for residential space in mixed use buildings in the MU-DF and MU-DC. City Staff recommends amending the "front 50%" language to the "front 50% of a building's first floor area" to better emphasize the intent as explained earlier in this paragraph.

A percentage standard is adaptable across a wide range of properties with different building sizes found in the MU-DF. City Staff considered a specific square footage requirement but recommends a percentage requirement which will be less cumbersome and inflexible for the diverse buildings and properties affected by the proposed text amendment.

The 36" doorway requirement ensures that large loading doors do not dominate the facades of buildings housing storage.

Additionally, City staff proposes that two other standards be added, should the Planning Commission choose to support the proposed UDC text amendment:

- 3) *Designated parking and loading facilities shall not be located in the front 50% of the property.*

Some properties in the MU-DF are transitional properties that still feature parking lots located in front of existing buildings. Parking is typically addressed through the form based design standards for the mixed use districts found in 43.03.62 of the UDC. Those standards are only applicable to new development, redevelopment, and building expansion greater than 50 percent of the floor area of an existing building. The design standards found in 43.03.62 largely support the street engagement goals of the mixed use districts to promote a walkable, lively downtown but may not be applicable to buildings that choose to utilize empty space as a storage facility.

Coupled with standard number two, loading activities and larger loading doors would be located to the rear of the property. To avoid large-scale adaptation of

existing buildings to storage uses rather than higher and better uses, City Staff encourages adopting the above standard to ensure that adapted buildings are not automobile-oriented. The standard also helps avoid the redevelopment of existing buildings into storage facilities as "taxpayer buildings" with limited investment that "hold" a parcel waiting for value to appreciate as other development increases.

4) All parking and loading areas shall comply with the provisions of UDC 43.03.42 Screening, Walls, and Fences Standards

Section 43.03.42 of the UDC dictates that fencing or screening be provided for parking lots. Chief among those concerns are (excerpt from 43.03.42(A) & 43.03.42(B)):

- A. Light Glare from Vehicles. When an off-street parking lot adjoins a residential area, provisions shall be made to screen all vehicle lights to curtail direct illumination of the residential area.
- B. Off-Street Parking Facility/Lot Screening. Off-street parking facilities/ lots for more than 3 vehicles or trailers and loading areas which adjoin or face a residential use, residential zoning district, public street (not including alleys), public park or public plaza shall be effectively screened on each side by a masonry wall, decorative fence (not chain link), hedge, or berm, or a combination thereof.
 1. Such screening in front or side street yards shall be not less than three (3) feet and not more than four (4) feet in height and shall be maintained in good condition. Such screening in rear or interior side yards may be constructed to a maximum of 6 feet and shall be maintained in good condition.
 2. Screening of parking that faces residential uses shall not be less than fifty (50) percent opaque.
 3. Benches, bike racks, transit shelters, or similar features may be integrated as part of the screening as approved by the UDC Administrator.

By requiring that adequate screening be provided, storage facilities in the MU-DF that are converting existing buildings with parking areas between the building and sidewalk will have limited impact on surrounding residential properties, where applicable, as well as conforming with the higher design standards expected in the mixed use districts.

Additional Relevant Background:

Previous action relevant to the request before the Planning Commission includes a previous application by Black Squirrel Properties in 2020. City Staff is including this

PLANNING COMMISSION

4. UDC TEXT AMENDMENT APPLICATION: STORAGE FACILITY USE

FEBRUARY 8, 2021

PAGE 6

summary of past action for reference related to the applicant's application materials and referencing his property at 330 West Second Street and the Commission's past reasoning related to storage facilities in the areas currently zoned MU-DF. In 2020, Black Squirrel Properties represented by Mr. Onstad, the property owner and current applicant, submitted a Comprehensive Plan Map Amendment to pursue a Limited Industrial designation for his property at 330 West Second Street with the goal to then pursue re-zoning from MU-DF, Mixed Use-Downtown Fringe to I-1, Light Industrial for purposes of climate controlled self-storage as the principal use.

Following a public hearing on January 13, 2020 and continued consideration on January 27, 2020 that request was unanimously recommended for denial via resolution on February 10, 2020 by the Planning Commission and subsequently denied by the City Council on April 20, 2020.

In considering the previous Comprehensive Plan Map Amendment application, the Planning Commission adopted a resolution of denial asserting the proposed change at 330 West Second Street would have an undue impact on the health, safety, and welfare of the community due to the following reasons:

- 1) The benefits of re-designation flow only to the developer because it sets the stage for a change in use that is not in accordance with the surrounding blocks and the future land use designation of the City's 2007 Comprehensive Plan.
- 2) The potential uses supported by the Limited Industrial designation are incompatible with the existing commercial, office, and mixed use properties adjacent to the property.
- 3) The proposed designation of the Limited Industrial designation is not consistent with the policies and objectives of the Comprehensive Plan in that location, such as the mixed use redevelopment of downtown-adjacent properties in a major principal corner near new office and mixed use development and recreation opportunities.

Action Requested:

The Planning Commission may take the following action:

- 1) Recommend Approval of the Request. This action may be taken with a majority of Commissioners voting in favor. Should the Commission choose this action, City Staff recommends the motion be made recommending approval of the request subject to the standards as proposed in the attached draft ordinance.
- 2) Recommend Denial of the Request. This action may be taken with a majority of Commissioners voting in favor. If this action is taken, City Staff recommends motioning to direct staff to return with a resolution of denial.
- 3) Table the Request.

Attachments:

- Draft ordinance
- Application materials submitted by Black Squirrel Properties (Attached Letters B-G)

ORDINANCE NO. _____

AN ORDINANCE AMENDING WINONA CITY CODE,
CHAPTER 43 – UNIFIED DEVELOPMENT CODE

THE CITY OF WINONA DOES ORDAIN (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as their number and title):

SECTION 1: That the Winona City Code, Chapter 43 – Unified Development Code, Section 43.02.22 Use Tables, Subsection B) Table 43-1, Principal Uses Table, be amended as follows:

Table Error! No text of specified style in document.-1: Principal Uses Table

	RESIDENTIAL						MIXED USE		BUSINESS		INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
	Residential						Household Living							
Dwelling, single-family	P	P	P	P	P	P			P	P				P
Dwelling, two- to four-family			PS	P	P	P			P	P				Yes
Dwelling, conversion to two-, three-, and four-family			C	PS	PS	PS			PS	PS				Yes
Dwelling, attached townhouse or rowhouse (5 or more units)			C	PS	PS	PS		PS	PS	PS	PS			Yes
Dwelling, apartment (5 or more units)							P		P	P	PS	PS		Yes
Dwelling, apartment mixed use (1 or more units)							PS	PS	PS	P	P	P		Yes
Manufactured home park			C	C	C	C	C	C	C	C	C	C		Yes
Group Living														
Assisted living facility					C	P	C	C		P	P	P		
Emergency Shelter							C	C	C	C	C	C		Yes
Fraternity or sorority				C	C		C	C						Yes
Long-term or transitional care facility				C	P	C	C		P	P	P			

Table Error! No text of specified style in document.-1: Principal Uses Table

P = Permitted

PS = Permitted with Standards

C = Conditional

Blank Cell = Prohibited

	RESIDENTIAL						RECREATIONAL		BUSINESS				INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Overnight Shelter							C	C	C	C	C	C				Yes
Residential care, licensed in-home (6 or fewer persons)	P	P	P	P	P	P	P	P	P	P	P	P			P	E
Residential care, licensed in-home (7 or more persons)			P	P	P	P	P	P	P	P	P	P				
Roominghouse (3 or greater units)							C	C		C	C	C				
Lodging																
Bed and breakfast (B&B), owner-occupied tourist home, 2 rooms maximum	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
B&B, owner-occupied tourist home, 3 rooms maximum			I	I	I	I	PS	PS	I	I	PS	PS				Yes
B&B, owner-occupied tourist home, 5 rooms maximum					I	I	PS	PS	I	I	PS	PS				Yes
B&B, owner-occupied tourist home, any number of rooms						I	PS	PS	I	I	PS	PS				Yes
Hotel							P	P			P	P				
Motel or motor hotel								PS			PS	PS				Yes
Residential retreat center, non-owner occupied tourist home	I	I	I	I	I	I	PS	PS	I	I	PS	PS			I	Yes
Public & Institutional																
Cemetery	P	P													P	Z
Club or lodge					C	C	C	C	C	C	C	C				
Emergency service facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
Hospital					C				C	C	C					Yes
Municipal, county, state, or federal administrative building	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
Religious facility	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	Yes
School, college or university	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes

Table Error! No text of specified style in document.-1: Principal Uses Table

	RESIDENTIAL						MIXED USE		BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
School, elementary or secondary	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
School, nursery or preschool	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
School, trade or business	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS			PS	Yes
Commercial															
Food, Beverage, & Indoor Entertainment															
Adult use establishment												PS	PS	PS	
Bar, cocktail lounge, and night club							P	P	C	C	P	P	P	P	Yes
Brewpub							P	P	C	C	P	P	P	P	Yes
Commercial recreation or entertainment facility, indoor							PS	PS			PS	PS	PS		Yes
Conference or convention center							C	C			C	C	C	C	Yes
Public recreation facility, indoor					PS	PS	PS	PS	PS	PS	PS	PS	PS		Yes
Restaurant							P	P	P	P	P	P	P	P	Yes
Restaurant, drive-through or drive-in							PS		C	PS	PS	PS	PS		Yes
Theater					PS	PS	C	C	PS	PS	PS	PS	PS		Yes
Retail Sales															
Gas station							C	C	PS	PS	PS	PS	PS		Yes
Automotive sales and leasing							C			PS	PS	PS	PS		Yes
Billboard or outdoor advertising, off-premise sign							C	C		PS	PS	PS	PS		Yes
Grocery, food, or beverage store							P	P	P	P	P	P	P	P	Yes
Heavy consumer goods store							C	P		C	P	P	P	P	Yes
Pharmacy or convenience store							P	P	P	P	P	P	P	P	Yes
Retail store, not listed							P	P	P	P	P	P	P	P	Yes
Retail store with drive-through					C	PS	C		PS	P	PS	PS			
Personal Services															
Animal hospital or veterinary clinic							C	C		PS	PS	PS	PS	PS	Yes

Table Error! No text of specified style in document.-1: Principal Uses Table

	RESIDENTIAL					RECREATIONAL		BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Animal kennel													PS	Yes
Automotive repair, minor						C	PS	C	PS	PS	PS	PS		Yes
Automotive repair, major							PS				PS	PS	PS	Yes
Clinic					P	P	P	P	P	P	P	P	P	Yes
Day care facility						P	P	P	P	P	P	P	P	Yes
Funeral home or mortuary				C		C	C	C	C	P	P	P	P	Yes
Personal service and repair business						P	P	P	P	P	P	P	P	Yes
Personal service with drive-through					C	PS	C		PS	P	P	P	P	Yes
Storage facility						PS		P	P	P	P	P	P	Yes
Business & Technical Services														
Office, business, professional, or administrative					C	P	P	P	P	P	P	P	P	Yes
Publishing						P	P		P	P	P	P	P	Yes
Research or scientific laboratory					C	C		P	P	P	P	P	P	Yes
Studio, gallery or work space commercial art/performance				C	C	C	C	C	P	P	P	P	P	Yes
Studio, visual or sound production					C	C		C	P	P	P	P	P	Yes
Industrial														
Brewery, large											PS			Yes
Brewery, small					C	C				PS	PS	PS		Yes
Construction contractor yard						C				PS	PS	PS		Yes
Crematory											PS			Yes
Farm winery												C		C
Makerspace					C	C	C	C	P	P	P	P		
Manufacturing, Light					C	C				PS	PS	PS		Yes
Manufacturing, Heavy											C			Yes
Meat packing, stockyard or slaughterhouse											C			
Microdistillery				C	C				PS	PS	PS	C		Yes
Printing			C	C			PS	PS	PS	PS				Yes

Table Error! No text of specified style in document.-1: Principal Uses Table

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	RESIDENTIAL					MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS	
Scrap, salvage or storage yard														PS		Yes
Silica sand processing facility														C		Yes
Storage of Grain, Flour Fertilizer, Livestock Feed or Fuel														PS	PS	Yes
Warehouse or wholesale trade							C					P	P	P		
Recreation & Open Space																
Active park or playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	if
Campground															PS	Yes
Golf course	C	C	C	C	C	C									C	if
Marina														P	P	
Passive park, open space, natural area, or trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	
Nature or wildlife preserve, sanctuary, management area, or historic area														P		C
Commercial recreation, outdoor							C	C		PS	PS	PS	PS	PS		Yes
Public recreation, outdoor					PS	PS	C	C	PS	PS	PS	PS	PS	PS		Yes
Natural Resources & Agriculture																
Agriculture - raising of crops	P														P	X
Agriculture - raising of livestock	PS														PS	Yes
Animal stable															PS	Yes
Commercial greenhouse, nursery, tree farm, or orchard	PS											C	C	PS	PS	Yes
Community garden	P	P	P	P	P	P	P	P	P						P	C
Extraction pit															C	Yes
Land alteration when not incidental to construction of a permitted use	C	C	C		C	C			C					C		Yes

Table Error! No text of specified style in document.-1: Principal Uses Table

	RESIDENTIAL					COMMERCIAL			INDUSTRIAL			AGRICULTURAL		USE SPECIFIC STANDARDS	
Timber harvesting														P	II
Utilities & Transportation															
Airport													C	C	K
Electric or heat generation plant													C		
Essential services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N
Motor Freight Station												PS	PS		Yes
Parking, standalone structural						C	C	C	PS	PS	PS	PS	PS		Yes
Parking, standalone non-structural						PS	PS	PS	PS	PS	PS	PS	PS		Yes
Public/utility maintenance facility				P	P				P	P	P	P	P		
Railroad yard or freight station												PS			Yes
Regional utility lines and towers (pipelines, power transmission lines over 35 KV relay, commercial radio, television and communication towers)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Yes
Solar or wind farm												C			V
Transfer station												PS			Yes
Transportation facility used to ship silica sand												C			Yes
Water or sewer treatment facility												C			

SECTION 2. That Winona City Code, Chapter 43 – Unified Development Code, Section 43.03.74, Use Specific Standards for Commercial Principal Uses, be amended to add a new Subsection P), Storage Facility, as follows:

P) Storage Facility

- 1) All storage use related activities must be performed entirely within a building.

- 2) The storage use shall not be located in the front 50% of a building's first floor area with the exception of a maximum 36 inch (36") wide dedicated entry and associated access to the storage use in the rear.
- 3) Designated parking and loading facilities shall not be located in the front 50% of the property.
- 4) All parking and loading areas shall comply with the provisions of UDC 43.03.42 Screening, Walls, and Fences Standards.

SECTION 3. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Winona, Minnesota, this _____ day of _____, 2021.

Mayor

Attested By:

City Clerk

B.

2020
UDC TEXT AMMENDMENT APPLICATION
COMMUNITY DEVELOPMENT, CITY OF WINONA, MINNESOTA 55987
P.O. BOX 378 507/457-8250 FAX: 507/457-8212

<u>Applicant:</u>	
Company/Individual	Black Squirrel Properties, LLC
Contact Person	Michael Oustad
Mailing Address	330 West 2nd Street
City/State/Zip	Winona, MN 55987
E-Mail	MIKE@CONTINUOUSSTOYS.COM
Office Phone	507-313-2400
Mobile Phone	507-313-2400

\$505.00

Zoning Applications will not be processed without payment of the \$495.00 fee.

Additional Information Required for Text Amendment (Provide attachments as necessary):

1. UDC section to be amended: 43.02.22(B), Table 43-1 Principle Use
2. Brief description of desired change:
To allow for storage in the MU-DF zoning given the following standards:
1.) All storage use related activities must be performed entirely within a building.
2.) The storage use shall not be located in the front 50% of a building with the exception of a maximum 36" wide dedicated entry and associated access to the storage use in the rear.
3. Describe how the proposed amendment aligns with the Comprehensive Plan
Please see Attached document.
4. Describe how the proposed amendment will impact public health, safety, and welfare
The requested amendment will not impact public health, safety and welfare.



Signature of Applicant

For Staff Use Only	Date Received	Zone Change #	Received
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UDC Text Amendment Application

Company/Individual - Black Squirrel Properties, LLC

Contact Person - Michael Onstad

Mailing Address - 330 West 2nd Street, Winona MN

City/State/Zip - Winona, MN 55987

E-Mail - mike@contagiousstoys.com

Mobile Phone - (507) 313 2400

Additional Information Required for Text Amendment Attachment:

1. UDC Section to be amended: Specifically, Section 43.02.24 Table 43-4: Site Dimension Standards

2. Brief description of desired change:

To allow for storage in the MU-DF zoning given the following standards:

- 1) All storage use related activities must be performed entirely within a building
- 2) The storage use shall not be located in the front 50% of a building with the exception of a maximum 36' wide dedicated entry and associated access to the storage use in the rear.

3. Describe how the proposed amendment aligns with the Comprehensive Plan

Mixed Use Downtown Fringe is defined as "Area supporting the central downtown core, with a similar mix of uses but a lower intensity. Includes 'arts district', medium density residential, mixed neighborhood retail and offices, employment centers, public spaces, and satellite parking facilities." Allowing climate control storage to the heavily populated downtown zoning and surrounding zones will allow residents who are renting (many that are downsizing to smaller apartments from single family residents) a convenient and safe facility for their long and or short-term storage needs in addition to Winona's college student residents who are just blocks away. The front of the building will still be available for non-storage uses which supports the current Comprehensive Plan.

4. Describe how the proposed amendment will impact public health, safety, and welfare.

The requested amendment will not impact public health, safety, and or welfare.

Dear Planning Commissioners,

When considering the Unified Development Code submitted for your recommendation today, I want to provide relevant background information related to the financial burden of build out options for other uses at the 330 West Second Street location and the financial difficulties of complying with the regulations as they are currently composed. Specifically, I want to reference four build out options that have been considered at that location over the past 2 years and one that was completed; Fetch Winona, LLC - dog daycare. The build outs are summarized below:

Fetch Winona, LLC

\$100,561.72 dog daycare specific startup supplies and build out.

\$45,169.14 building improvements

\$145,730.86 – Total initial buildout related costs for Fetch Winona, LLC dog daycare, Completed 2017-2018

Fitness Center

\$167,000-\$305,351.28 additional restrooms, showers, necessary lighting, and HVAC updates. Does not include fitness equipment, business supplies, and other necessary items and services to operate a fitness center.

Apartment Building

\$12,000,000.00 Preliminary figure provided by Weiser Brothers, pre-COVID-19 and pre-building material price increases. For a 3 - 4 story building.

\$13,823,800.00 Preliminary figure provided by Schwab Construction Services for a 3-story building.

Service-Based Business

\$200,000 for two additional ADA compliant restrooms, plumbing, and necessary HVAC. Does not include the equipment for the service-based business. Equipment quote was an additional \$358,344.74.

\$558,344.74 – total buildout for service-based business.

Storage Facility

\$47,000 Does not require additional restrooms, or HVAC or plumbing changes, therefore startup costs consist only of the components related to the storage business such as steel wall partitions, doors, access control, security equipment.

As I have demonstrated, the build out costs for businesses currently allowed at existing large, single tenant, vacant buildings in the Mixed Use-Downtown Fringe zone present a significant hurdle for future investment. A storage facility represents an opportunity to create an economically viable, tax-paying business at these locations, until such time that other projects become economically sound investments and more financially attractive. Allowing self-storage at locations like 330 West Second Street creates opportunities for investment that then can be easily converted to alternative uses at a later date.

It should also be noted that I have run projections for the three stated businesses above; the fitness center, apartment building and a service-based business. Between the current monthly expenses (property taxes, building loan payments, utilities, and insurance) and the build out expenses all of these options run a deficit for an extended amount of time. This makes it difficult for me to justify spending further monies on the building and or impossible to attract an outside investor to spend money on a project for this space.

330 West Second Street is located in the Mixed Use Downtown Fringe district which just as the name denotes, it is on the "fringe" of our downtown. Winona has a highly populated downtown that is saturated with residential units that could benefit from nearby storage opportunities. Winona State is also relatively close.

"Self-storage facilities are often located near residential areas and transitional communities such as apartment complexes or campus housing for colleges and universities. Having nearby services such as self-storage is a benefit to people who live in these types of areas." (<http://economicdevelopment.org/2014/11/4-ways-the-development-of-self-storage-facilities-spurs-local-economic-growth/>)

Lastly, and more specifically about my building, it is a 10,000 square foot, single tenant building. It was zoned B2 or B3 when I purchased it in 2005, which allows storage facilities. It was constructed in approximately 1998 as a Sears Home Store when large retail stores were thriving. As we have seen across the country, as well as here in Winona, this style of business and building is not as popular as it once was (K-Mart, Shopko, and JCPenney closures in the past 5 plus years). The 2017 zoning change put in restrictions for my property without the full benefits of downtown. While our zone is called downtown fringe, we lack many of the downtown amenities including sidewalks, specific downtown street signage, and downtown streetlights. Also, interesting note is that 330 West Second Street is not located within the opportunity zone. While I understand our city's desire to have a vibrant downtown, my building's location and style creates some significant challenges to attracting the type of tenant who would want to be a part of downtown or downtown fringe. Across the street from my building is zoned I2, there is significant truck traffic accessing the warehouses and granaries to the west on 2nd and 3rd street. There is an active train spur to the immediate West of my building, and there is an ambulance facility with constant lights and sirens next door. Also, not very many businesses in the current downtown fringe permitted use table need 10,000 square feet to operate or can afford that kind of space. Other communities are solving their big box store vacancies by allowing the conversion

of these spaces to storage, apartment complexes and multifamily units which is what I am asking you to consider allowing today.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Michael Onstad".

Michael Onstad

Project Estimate



E.

Fitness Center Budget Numbers Winona

Division	Items	Trades	Option 1	Option 2
1000	General Requirements	General Conditions	Budget	\$28,000.00
		Permit Fees	Budget	\$6,000.00
		Cutting and Patching Floor	Budget	\$9,000.00
6000	Wood, Plastics, and Composites	Rough Framing M&I,	Budget	\$7,350.00
		Finish Carpentry	Budget	\$900.00
		Casework	Budget	\$2,000.00
7000	Thermal and Moisture Protection	Insulation	Budget	\$300.00
		Caulking/Sealants	Budget	\$300.00
8000	Openings	Door, Trim and Hardware	Budget	\$8,000.00
		Door and Hardware Labor	Budget	\$1,800.00
		Aluminum Storefronts	Budget	\$5,500.00
		Overhead Garage Doors	Budget	\$4,000.00
9000	Finishes	Drywall and Taping	Budget	\$30,000.00
		Existing Patching/Painting	Budget	\$9,000.00
		Acoustical	Budget	\$2,000.00
		Flooring	Budget	\$60,000.00
		Paint/VWC	Budget	\$9,000.00
		Paint Ceiling	Budget	\$14,000.00
10000	Specialties	Specialties	Budget	\$2,000.00
		Specialty Labor	Budget	\$400.00
12000	Furnishings	Owner Equipment	Budget	\$0.00
21000	Fire Suppression	Fire Protection	Budget	\$5,000.00
22000	Plumbing	Plumbing and HVAC	Budget	\$35,000.00
26000	Electrical	Electrical	Budget	\$25,000.00
<i>Subtotal</i>			\$264,550.00	\$290,700.00
<i>Contingency</i>			\$0.00	\$0.00
<i>Design</i>			\$0.00	\$0.00
<i>GL and BR Insurance</i>			\$2,645.50	\$2,907.00
<i>Subtotal</i>			\$267,195.50	\$293,607.00
<i>OH & P</i>			\$10,687.82	\$11,744.28
<i>TOTAL</i>			\$277,883.32	\$305,351.38
Price per Sq. ft.			\$28.83	\$31.68

Mike Onstad Apartment Option 2 Budget

Mike Stafford <MStafford@schwabconstruction.com>
To: Michael Onstad <mike@contagiousstoys.com>
Cc: John Hill <JHill@schwabconstruction.com>

Tue, Jan 26, 2021 at 4:20 PM

Mike,

I used RS Means 2021 Edition to compile these costs. I've attached the pages from the book for your reference. As discussed, these are very basic and preliminary figures without getting into greater detail as to what type of construction (structural steel, wood, pre-cast, etc.) the structure would be compromised of. We have assumed a very basic concrete substructure with wood wall panel/flooring and a fiber cement exterior façade.

Please note the following assumptions:

Demolish Existing 20,000 SF Structure @ \$10/SF:	\$200,000
36,200 SF Parking Garage @ 20% of \$107.80/SF:	\$780,500
- 1800 SF Fitness Area @ \$88.37/SF:	\$159,000
- 1800 SF Community Area @ \$69.34/SF:	\$124,800
<u>37,850 SF per Floor (x2 Floors) @ 96% of \$172.85:</u>	<u>\$12,560.000</u>
TOTAL Budget:	\$13,823,800

We can see this building coming in less expensive, however we'll need to be further along in design and detail to guarantee that with full confidence. Please do not hesitate to call me with questions.

Thank You,

MIKE STAFFORD

Estimator

3003 43rd St. NW, Ste 103 | Direct: 507-226-9630

Rochester, MN 55901 | Cell: 507-458-1018

www.SchwabConstruction.com

SCHWAB

Construction Services



G.

November 4, 2020

Michael N. Onstad
330 West 2nd Street
Winona, MN 55987

Re: Fitness Center Fit-up Budgetary

Dear Mr. Onstad,

Per our onsite visit, review of the schematic drawings options 1 & 2 and discussion with you directly, we have prepared two budgetary proposals for you.

Please review below for the inclusions, exclusions and other qualifications noted:

1. Budgetary pricing of Options 1 & 2 are based off preliminary drawings A101 dated 06/30/2020 furnished by s2s Architects at 330 West 2nd Street, Winona, MN.
2. A \$20,000 plumbing allowance is included for Option 1.
3. A \$22,000 plumbing allowance is included for Option 2.
4. A \$14,000 HVAC allowance is included to accommodate the additional return and exhaust air ducting and fans for new rooms in each pricing option.
 - a. This budget assumes the HVAC configurations beyond the added shower/restrooms will remain as currently configured.
5. A \$7,000 electrical allowance is included for both options for the added shower/restrooms.
 - a. This budget assumes lighting, lighting controls/switching and convenience outlets will remain as currently configured beyond the added restrooms and shower rooms.
 - b. Lighting whips on the existing light fixtures may need to be extended to accommodate the wall configurations and relocating light fixtures.
6. Rooms 104 and 106 in both Options were figured to be coated with Sherwin-Williams Pro Industrial Multi-Surface Acrylic dry-fall paint. This work is approximately \$6,000 between the options.
7. These budgets included repainting rooms 101, 102 and 103 only. There are no inclusions for updated wall configurations, additional doors and/or flooring and ceiling tile upgrades.
8. Pre-hung doors (wood) are assumed for rooms 106, 107, 113, 114, 115 & 116.
 - a. We have durability concerns with wood pre-hung doors in this applications, especially in the restrooms and shower rooms.
9. Hollow metal frames with wood double doors with vision lights are included for room 104.
10. Tile flooring and 4' tiled wall at the wet walls only are figured in rooms 113, 114, 115 & 116. The showers and shower walls are assumed to be tiled full height. All other walls and ceilings in the shower and restrooms are assumed to be epoxy painted.
11. The new interior walls of rooms 106 & 107 are finish taped only. None of the interior walls in these rooms were figured to receive paint or ceilings.
12. There is no work included in rooms 109 & 112.
13. All floors, besides the restrooms and shower rooms, shall remain the existing polished concrete. The existing floors that would be disturbed due to new underground plumbing piping have been

ROCHESTER OFFICE
3003 43rd Street NW, Ste 103
Rochester, MN 55901

WINONA OFFICE
74 Kansas Street
Winona, MN 55987

ST. LOUIS PARK OFFICE
4806 Park Glen Road
St. Louis Park, MN 55416

figured to be polished concrete. We cannot guarantee the polishing will match the adjacent existing concrete.

14. Anticipated building permit fees are included for each pricing option. This budget does not include any work at the adjacent structures or relocating any equipment and/or materials of others.
15. Costs for removal, relocation and storage of materials and equipment in the existing space that will be required to be removed for construction is not included in these budgets.
16. Fire alarm, electronic security and low voltage wiring (climate control, communications, television, ect.) is assumed to be furnished and installed by the Owner and not included in these budgets.
17. There is no exterior work included in these budgets.
18. Architectural and Engineering fees are not included in this budget.
19. Winter conditions have not been included in this budget.

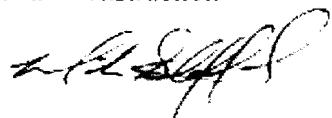
Below are the two budgetary estimates for pricing Options 1 & 2:

Option 1 Budget: **\$167,000**

Option 2 Budget: **\$188,000**

We appreciate the opportunity to provide preliminary budget pricing for these two project options for you. Please note that these are very preliminary budgetary estimates that are based on a limited amount of information. We are confident we can assist with cost effective solutions as you develop the space to fit your anticipated needs. Please do not hesitate to contact me with questions or clarifications.

Sincerely,
Schwab Construction



Mike Stafford
Estimator
mstafford@schwabconstruction.com

PLANNING COMMISSION MEETING MINUTES

FEBRUARY 8, 2021

PAGE 3

Public Hearing – Unified Development Code Text Amendment: Storage Facility as a Permitted with Standards Use in Mixed Use-Downtown Fringe Zoning District

Chair Buelow asked staff to present the item. Luke Sims, Assistant City Planner went through the agenda item as written in the Commission agenda.

Commissioner Shortridge asked if these proposed amendments would apply to multi-story buildings. Mr. Sims clarified that staff is recommending the 50% front non-storage requirement only apply to the first story of a multi-story building. As a result, floors above the first floor could be all storage.

Mr. Sims also noted that staff had received a letter from Dan Admundson, a business owner renting space for 20 years in the downtown zone, in support of proposed storage use at 330 West Second Street.

Next, Chair Buelow asked the applicant, Michael Onstad to describe his petition. Mr. Onstad described his application and the information provided with it which detailed a number of other uses he's explored for the property. In short, those uses would not be profitable given buildout expenses and market conditions. A storage use however does pencil out. Mr. Onstad also noted that the proposed storage use would be easily added to the existing building and easily removed – so that if the property is redeveloped in the future, it would be relatively simple to do so.

Andrew Puetz, 77 Wildridge Drive and owner of the adjacent Chrysler Winona dealership voiced his support for the proposed change and noted that storage is a service he would use at 330 West Second Street.

Jose Pelaez, 853 E. 3rd Street Winona, downtown business owner, stated his support for the storage use given the vacant state of the building. Mr. Pelaez stated he believes the storage use to be appropriate in the fringe areas of downtown.

Kurt Glenna, 373 W. Broadway, noted he has a downtown office space and supports Mr. Onstad's petition.

Gabriel Longhini, 1377 Skyline Drive, stated that he is in support of the storage use. Mr. Longhini stated that he rented a living space in downtown for a number of years and one of the hardest things to find was storage space.

Mitch Walch, 20687 Co Rd. 33 Altura, MN, who owns the property adjacent to 330 W. Second and he supported the use in the fringe area of downtown.

There being no others who wished to speak, Chair Buelow closed the public hearing.

Commissioner Hahn stated he commended Mr. Onstad for pursuing this amendment through a text amendment which he believes is a much more palatable proposal than a zone change.

Commissioner Paddock echoed Mr. Hahn's statement.

PLANNING COMMISSION MEETING MINUTES

FEBRUARY 8, 2021

PAGE 4

Commissioner Shortridge concurred with other Mr. Hahn and Mr. Paddock but noted that in reviewing the proposed amendment, the Commission must look at the broader effects of the change.

Chair Buelow asked if Commissioners would be interested in extending the 50% non-storage requirement to upper floors of buildings. The consensus of the Commission was not to pursue this.

Commissioner Olson asked if the amendments could apply just to the singular lot at 330 W. Second. Mr. Sims responded that this would not be permitted.

Commissioner Hall and Olson noted the potential positive impacts on other properties from the proposed amendments. Perhaps this would open up a new potential use for currently unused or un-utilized spaces.

Following further discussion about potential positives and negatives of the proposed amendments to other downtown fringe properties, Commission Olson made a motion to approve the amendments as recommended by staff and incorporated into the draft ordinance attached to the Commission packets. The motion was seconded by Commissioner Ballard. Upon vote, the motion passed unanimously.

Other Business

Mr. Sims mentioned that Natural Resources Sustainability Coordinator John Howard may attend the next meeting to discuss community garden opportunities. Commissioner Hall added that the Citizens Environmental Quality Control Committee has received significant interest in community gardens recently.

Adjournment

On a motion from Commissioner Shortridge and second by Commissioner Olson, the Commission unanimously voted in favor of adjournment at 5:52 pm.

Luke Sims
Assistant City Planner

REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department: City Clerk	Date: 03/15/21
No: 3		
Item: Massage Therapy Licenses		
No. 3.1		

SUMMARY OF REQUESTED ACTION:

Airong Chen submitted an application for a Massage Therapist License and a Massage Therapy Business for Prosperous Massage, located at 1658 West King Street. All of the paperwork is in order, and the license would be effective March 16, 2021 through December 31, 2021. If the Council concurs, a motion to approve the licenses would be in order.

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department: Parks and Recreation	Date: 03/15/21
No: 3		
Item: Farmers Market License Agreement		
No. 3.2		

SUMMARY OF REQUESTED ACTION:

The Farmers Market is requesting the use of Main Street, north of 2nd Street, and a portion of Levee Park for the market in 2021.

The attached license agreement would allow the Market to use the areas described above for the duration of their season, with the exception of June 19 (Steamboat Days), and September 4 (Big Muddy).

Staff recommends approval of the attached license agreement.

If Council concurs a motion to direct staff to execute the agreement, would be in order.

Department Approval:



City Manager Approval:



LICENSE AGREEMENT
FARMERS MARKET

THIS LICENSE AGREEMENT (the "Agreement") is made this ____ day of _____, 2021, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and Winona Farmers' Market Association Incorporated, a nonprofit corporation under the laws of the State of Minnesota (the "Licensee"); (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of the public streets and some parking lots located in the City of Winona, Minnesota; and

WHEREAS, the Licensee has requested to use Main Street between Second Street and Front Street, Municipal Parking Lot No. 6, and the northwest 17 angle parking stalls in Municipal Parking Lot No. 7 as depicted on the map attached hereto as Exhibit A, all located in the City of Winona, Winona County, Minnesota (the "Licensed Premises") for the purposes of operating the Winona Farmers Market consistent with the vendor information and guidelines attached hereto as Exhibit B (the "market"); and

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

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

1. **Grant of License and Description of Licensed Premises.** The Licensor hereby grants to the Licensee a terminable, nonexclusive license to use the Licensed Premises for the purpose of operating the market.
2. **License Term.**
 - a. The term of this Agreement shall be from 6:00 a.m. to 2:00 p.m. on Saturdays, from May 1, 2021 through October 31, 2021.
 - b. This Agreement shall terminate: (a) at the expiration of the term stated herein; (b) at Licensor's option, upon the failure of the Licensee to comply with any material term or condition of this Agreement upon Thirty (30) days' notice to Licensee; or (c) by Licensor upon a showing by Licensor of good and sufficient reasons upon Thirty (30) days' notice to the Licensee. For the purposes of this Agreement, "good and sufficient reasons" shall include, but not be limited to, changed circumstances affecting the purpose of this License Agreement or for reasons affecting the public interest or public health, safety or welfare.

3. Use of Licensed Premises.

- a. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises on Saturdays between the hours of 6:00 a.m. and 2:00 p.m. during the license term.
- b. The market shall be operated in accordance with the guidelines included in Exhibit B attached hereto.
- c. Dates may be canceled without notice to the Licenser, but no dates may be added or changed to a date not listed in this Agreement without the Licenser's written consent following reasonable notice of the added or rescheduled date(s).
- d. In the event of any inconsistency or conflict between the terms contained in this Agreement and the exhibits attached hereto, the terms contained in this Agreement shall govern.
- e. The Licensee shall have the right to regulate all vendors and products on display or sold on the Licensed Premises during the market. Pursuant to Winona City Code, Section 52.18(d), the Licensee may allow mobile food units licensed by the City of Winona to operate on the Licensed Premises during the license term.
- f. During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual.
- g. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Licenser the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licenser to the Licensee of the amount of such costs.
- h. No grilling or cooking of food products is allowed without the prior written permission of the market manager and the approval of the State Health Department and/or Winona County Department of Community Services. Food vendors shall obtain all applicable food licenses and comply with all pertinent regulations.

4. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licenser. The Licensee, however, may license and sub-license portions of the Licensed Premises to licensees, vendors, and participants in the market, provided that the substance of this Agreement is carried

forward into any agreements with licensees and vendors. Licensee shall be liable for the conduct of any sub-licensees or vendors operating within the Licensed Premises during the market.

5. **Maintenance/Alteration of Licensed Premises.** During the market, the Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash, debris and refuse during and after the hours of the market, and keep the premises free from refuse. The Licensee shall instruct all vendors about recycling requirements and shall provide receptacles for collection of recyclables. The Licensee shall be responsible for the repair of any damages to the Licensed Premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the Licensed Premises without the prior written consent of the Lessor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the Licensed Premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.
6. **Lessor's Right of Entry.** The Lessor, its employees, and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Lessor to perform any such acts independent of the requirements of the other provisions of this Agreement.

7. **Insurance.**

- a. The Licensee, at its expense, shall maintain in effect, with coverage for itself as well as for all sub-licenses, vendors and participants in the market, commercial general liability insurance with limits for a municipality as provided in Minnesota Statutes, Section 466.04, of at least \$1,500,000 per occurrence and at least \$2,000,000 annual aggregate coverage.
- b. Such insurance policies shall cover all losses related to the market, including set-up and take-down. The Certificate of Liability Insurance must specify that all licensees, vendors and participants in the market are covered by the required insurance policies, and shall name the Lessor as additional insureds.
- c. The Licensee shall deliver a list of all sub-licensees, vendors, operators and other participants in the market and certificate(s) of insurance evidencing the required insurance coverage to the Winona City Clerk at least 15 days prior to the start of the market. No vendor or operator shall be allowed to set-up operations until such certificate of insurance has been delivered to the Winona City Clerk. Acceptance of a certificate of insurance that does not comply with the requirements of this Agreement will not operate as a waiver of the Licensee's or any other party's obligations hereunder. The Licensee shall specifically ensure that its liability insurance covers claims related to the activities that are part of the market.

- d. The insurance policy and certificate shall not be canceled or its conditions altered in any manner without ten (10) days prior written notice to the City Manager of the City of Winona.
- e. Notwithstanding any provision of this Agreement, if Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the Licensee to restore the Licensed Premises to its preexisting condition or better. The amounts of insurance coverage available to the Licenser shall be the amounts stated herein or the amounts as stated in the Licensee's insurance certificate, whichever is greater.

8. **Indemnification.** The Licensee shall indemnify, protect, save, and hold harmless the Licenser, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including attorneys' fees, which may arise out of or be caused by the Licensee or its agents, employees, contractors, subcontractors, vendors, sublicensees, or with respect to the Licensee's use of the Licensed Premises or its operation of the market. The Licensee shall defend the Licenser against the foregoing, or litigation in connection with the foregoing, at the Licensee's expense, with counsel reasonably acceptable to the Licenser. The Licenser, at its expense, shall have the right to participate in the defense of any claim 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 the Licenser. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. This clause shall not be interpreted to release any sub-licensee, vendor, participant or operator from the requirement to provide insurance and certificates of insurance to the Licenser as provided above, before set-up of operations will be allowed.

9. **Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the Licensed Premises may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licenser or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person using the Licensed Premises during Licensee's market and hereby irrevocably releases and discharges the Licenser and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensed Premises during Licensee's use thereof, or the Licenser's maintenance, repair or other work conducted within the Licensed Premises. Licensee is responsible for the cost of restoration and removal of any of Licensee's authorized improvements made necessary related to Licenser's maintenance, repair or other work conducted within the Licensed Premises by the Licenser or Licenser's agent.

10. **Condition of Licensed Premises.** Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an “as is” condition. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee’s improvements within the Licensed Premises, if any. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or any improvements to be constructed thereon upon Licensee.

11. **Police and Fire Protection.** The Licensor shall provide police and fire protection as it deems necessary.

12. **Alcoholic Beverages Prohibited.** No part of the Licensed Premises shall be used for the sale, serving, or consumption of alcoholic beverages.

13. **General Terms.**

- a. **Recitals and Exhibits.** The recitals and exhibits hereto are made a part hereof and incorporated herein by reference.
- b. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **Notices.** The parties’ representatives for notification for all purposes are:

LICENSOR:

Chad Ubl
Director of Community Services
PO Box 378
Winona, MN 55987
Phone: 507-457-8258
Email: cubl@ci.winona.mn.us

LICENSEE:

Winona Farmers Market
P.O. Box 373
Winona, MN 55987
Email: winonafarmersmarket@gmail.com

- e. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- f. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Lessor.
- g. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Lessor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- h. **Force Majeure.** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- i. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Lessor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. **Compliance with Laws.** The Licensee and its sublicensees, vendors, operators and other participants in the market shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter

adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

- k. **Interest by City Officials.** No elected official, officer, or employee of the Licensor shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- l. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- m. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- n. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- o. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- p. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof superseding any prior agreements or understandings. All discussions and negotiations are deemed merged in this Agreement.
- q. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- r. **Survivability.** All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

s. **Execution.** This Agreement 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 Agreement, 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.]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

WINONA FARMERS' MARKET
ASSOCIATION INCORPORATED

By: _____

Its: _____

Date: _____

CITY OF WINONA, MINNESOTA

By: _____
Its: City Manager

By: _____
Its: City Clerk

Date: _____

EXHIBIT A

Depiction of Licensed Premises



EXHIBIT B

Winona Farmers Market Guidelines

REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department:	Date:
No: 3	Park Rec	03/15/21
Item: License Agreement for the Mid West Music Fest		
No. 3.3		

SUMMARY OF REQUESTED ACTION:

Mid West Music Fest (MWMF) would like to request permission from the Winona City Council to hold their event scheduled for May 15, 2021. Mid West Music Fest has been an annual cultural event for the past eleven years that is normally held on many stages in the downtown area however this year's focus is on a single event on two stages at the Lake Park Band Shell.

The event will adhere to the current Stay Safe MN COVID-19 Preparedness Plan Requirements for Outdoor Venues. MWMF is aware that the event may be canceled based on the status of the pandemic.

A draft license agreement is attached for the Council's review. In addition, MWMF will not request a liquor license but intends to have the Boathouse cater the event.

Event Timeline:

- Location: Lake Park Band Shell
- Setup: 10:00 a.m. on Friday, May 14, 2021
- Event: 11:00 a.m. on Saturday, May 15, 2021
- Breakdown: 11:59 p.m. on Sunday, May 16, 2021

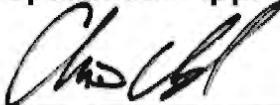
The event director is Parker Forsell, 608-498-0268, parker.f@midwestmusicfest.org

Requests of City Staff:

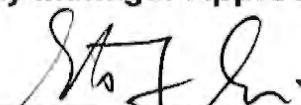
- Street Department to post no parking signs from 6:00 a.m. on Friday, May 14 through 11:59 p.m. on Sunday, May 16.

If the Council concurs, a motion to approve the license agreement and authorize administration to execute same would be in order.

Department Approval:



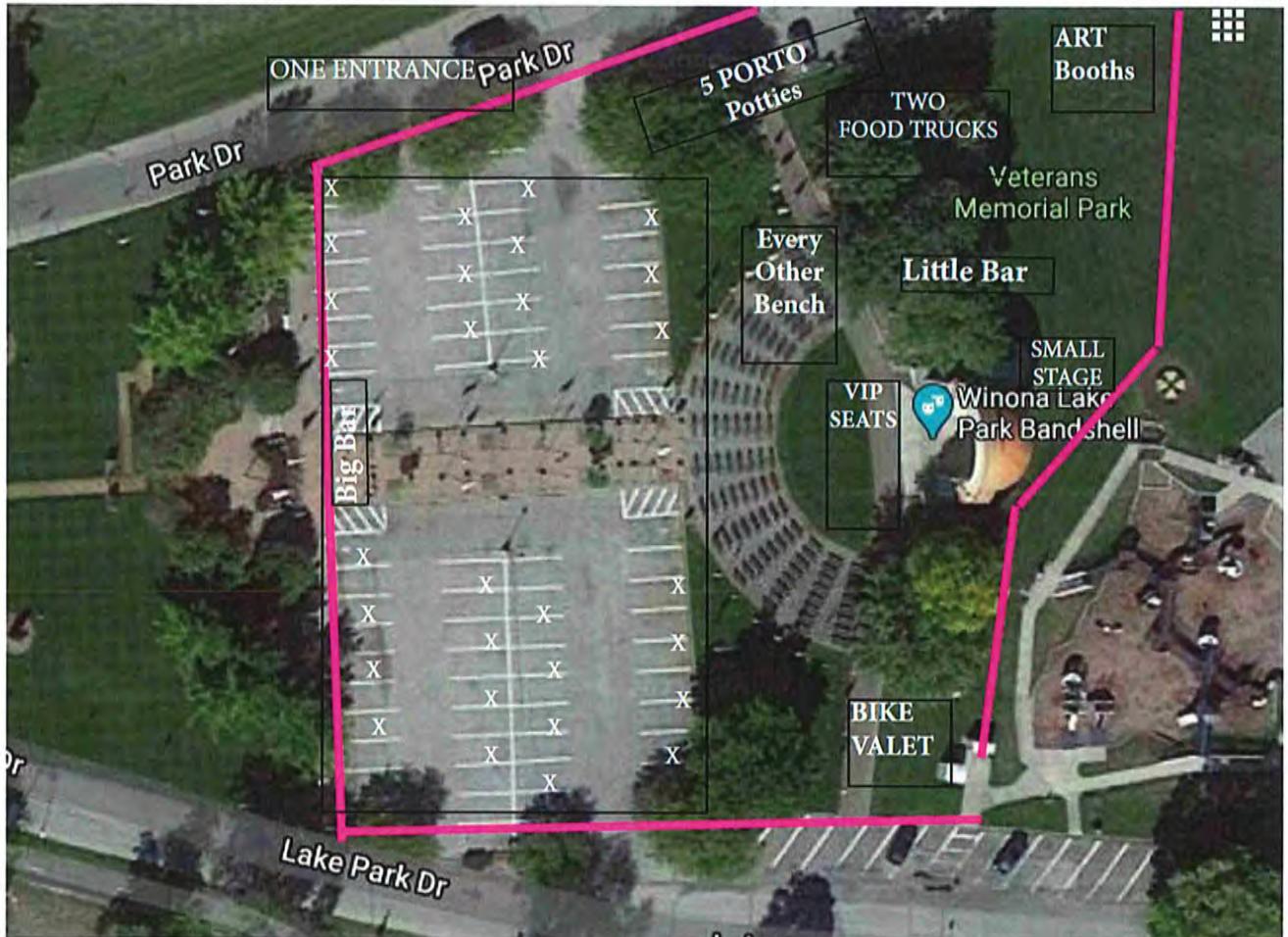
City Manager Approval:



License Agreement for the Mid West Music Fest

Page 2

Event location: Lake Park Band Shell
Pink line denotes fenced in and ticketed area.



Mid West Music Fest - May 15

LICENSE AGREEMENT 2021 MID WEST MUSIC FEST

This License Agreement (the "Agreement") is made this _____ day of _____, 2021, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and Mid West Music Fest, Inc., a nonprofit corporation under the laws of the State of Minnesota, (the "Licensee"), (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of the public streets and parking lots in the City of Winona, County of Winona, State of Minnesota; and

WHEREAS, the Licensee desires to hold the 2021 Mid West Music Fest at the Lake Park Band Shell; and

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

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

1. **Premises.** The Licensor is the owner of the public streets and parking lots in the City of Winona, Minnesota. The Licensee is hereby granted a terminable license to use the Lake Park Band Shell. The Licensee shall use the specified public area only for the purpose stated.
2. **Term.** The term of this Agreement shall be for the period from 8:00 a.m. on Friday, May 14, 2021, to 2:00 p.m. on Sunday, May 16, 2021.
3. **Purpose.** The following events and activities are hereby approved by the City of Winona for inclusion on the Licensed Premises:
 - Allow the use of the Band Shell from 8:00 a.m. on Friday, May 14, 2021 to 2:00 p.m. on Sunday, May 16, 2021.
 - Allow amplified music at the Band Shell on Saturday, May 15, 2021 from 11:00 a.m. to 10:00 p.m.
 - Allow the sale and consumption of alcoholic beverages at the Band Shell on Saturday, May 15, 2021 from 11:00 a.m. to 10:00 p.m. in an area controlled by the licensee and subject to the liquor licensing requirements of state law;
 - Allow two food vendors at the Band Shell on Saturday, May 15, 2021 from 11:00 a.m. to 10:00 p.m.

- Allow use of Band Shell parking lot from 8:00 a.m. on Friday, May 14, 2021, to 2:00 p.m. on Sunday, May 16, 2021.

4. Permits and Inspections. The Licensee agrees to obtain the permits and pay the permit fees as may be required by the City and other governing bodies. This Agreement does not exempt the Licensee or any participants or spectators from observing all ordinances, especially those pertaining to noise and to the sale and consumption of intoxicating liquor or 3.2% malt beverages. Inspections shall be made by staff of Licensee to ensure compliance with all applicable local laws and state statutes.

5. Portable Restrooms. The location of all portable restrooms shall be approved by the Public Works Department. The restrooms shall be properly maintained and serviced, as needed, throughout the event.

6. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the licensed premises only for the purpose and only for the term stated herein. During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Lessor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Lessor to the Licensee of the amount of such costs.

7. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Lessor. The Licensee, however, may license and sublet portions of the licensed premises to licensees, vendors and participants in the events, provided that the substance of this Agreement is carried forward into any agreements with licensees and vendors.

8. Maintenance/Alteration of Licensed Premises. During the event, the Licensee shall keep the licensed premises in a sanitary condition and keep the premises free from refuse. The Licensee shall instruct all vendors about recycling requirements and the location of receptacles for the collection of recyclables. The Licensee shall be responsible for the repair of any damages to the licensed premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the licensed premises without the prior written consent of the Lessor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the licensed

premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.

9. The Lessor's Access. The Lessor, its employees, and its agents shall have the right to enter the premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Lessor to perform any such acts independent of the requirements of the other provisions of this Agreement.
10. Insurance and Hold Harmless Provisions.

A. Hold Harmless Agreement

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

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

B. Liability Insurance Coverage

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

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

11. Cost of Electricity. The Licensee will be responsible for paying for the costs of electricity used in conjunction with the event.
12. Traffic and Crowd Control. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
13. Removal of Equipment, Tents and Portable Restrooms. All stages and portable restrooms shall be removed no later than 2:00 p.m. on Sunday, May 16, 2021. The Licensee shall clean the area after the close of the event. Representatives from the City and the Licensee shall inspect all public areas at the close of the event to release the Licensee from its obligations under this agreement.
14. Contact Information. The Licensee shall designate the contact persons responsible for the various areas or activities of the event and provide the City with the names and phone numbers of the contact persons.

Mid West Music Fest:

Name: Parker Forsell
Title: Event Director
Phone: (608) 498-0268
Email: parker.f@midwestmusicfes.org

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

16. **GENERAL TERMS**

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

- c. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- d. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
- e. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- f. Governing Law. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- g. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- h. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof superseding all prior

agreements and understandings. All discussions and negotiations are deemed merged in this Agreement.

- k. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. Survivability. All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Lessor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- m. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

(signature page follows)

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

MID WEST MUSIC FEST, INC.

By: _____

Its: _____

And By: _____

Its: _____

CITY OF WINONA

By: _____

Stephen T. Sarvi

Its: City Manager

And By: _____

Monica Hennessy Mohan

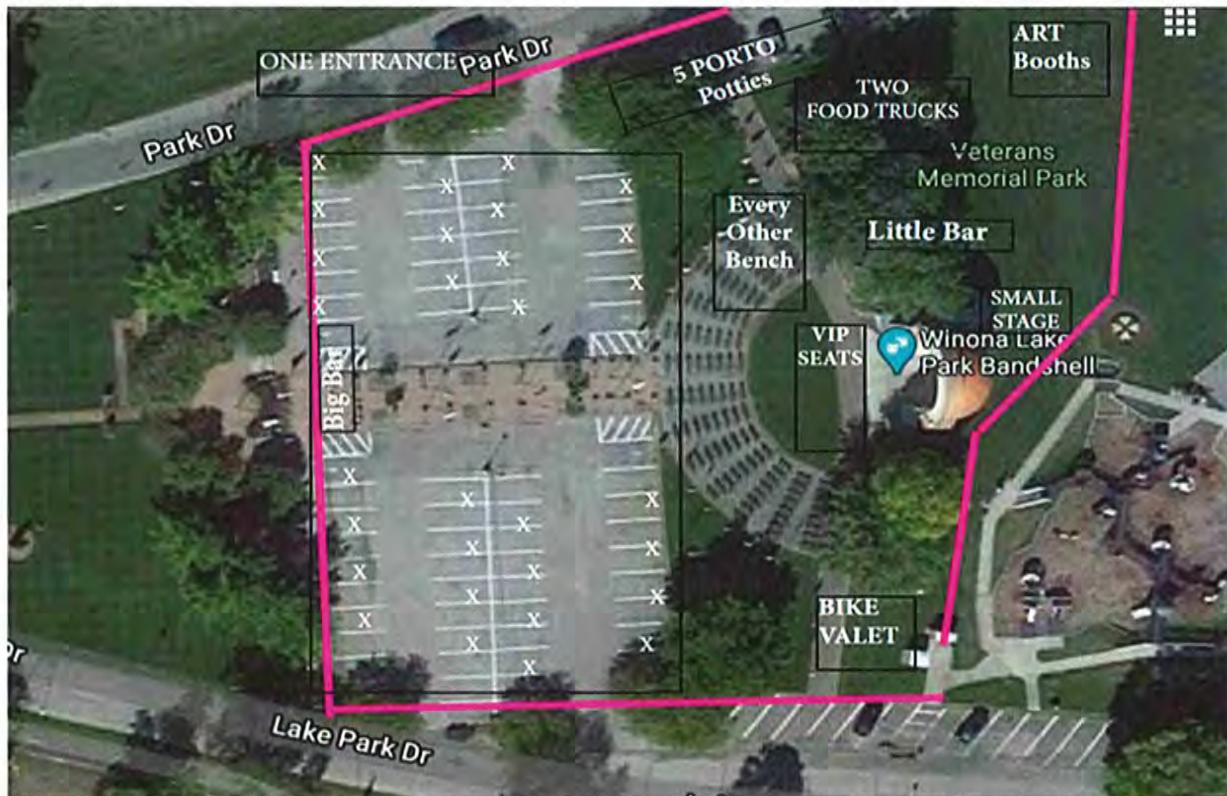
Its: City Clerk

Exhibit A

Lake Park Band Shell

- (1.) A second stage may be set up adjacent to the Lake Park Band Shell during the term of this agreement.
- (2.) The City shall post and provide street barricaded for the closure of the Band Shell parking lot from 6:00 a.m. on Friday, May 14 through 11:59 p.m. on Sunday, May 16. Signs shall be posted by Thursday, May 13, 2021.
- (5.) Strike this, no need for fire hydrant.
- Notes: (Please add where appropriate)
 - Prohibited conduct- No stakes, posts, poles, or any other device to dig holes for the purpose of securing stakes, posts, poles, or any other device for any reason, including to erect a tent, stage, or other structure, except by written permission from the Parks and Recreation Department Head or designee.
 - Utilizing natural turfed areas where it is clear that going upon area, lawn, or grass plot will damage such area. Care must be taken not to disturb or damage any and all grass or natural turf areas or reparations will be required.

Site map:



Mid West Music Fest - May 15

REQUEST FOR COUNCIL ACTION

Agenda Section: Petitions, Requests, Communications	Originating Department: City Clerk	Date: 03/15/21
No: 3		
Item: Sign Requests		
No. 3.4		

SUMMARY OF REQUESTED ACTION:

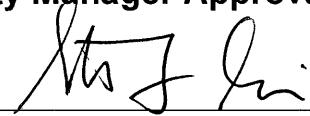
The schedule below is for signs to be posted in April. If Council concurs, a motion to approve the list would be in order.

From:	To:	Event	Lake Park	Central Park
04/12/21	04/26/21	St. Stan's Craft Fair		X
04/26/21	05/10/21	Park & Rec Summer Registration	X	

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section:	Petitions, Requests, Communications	Originating Department:	Date:
No:	3	City Clerk	03/15/21
Item: Appointments to the Board of Adjustment			
No. 3.5			

SUMMARY OF REQUESTED ACTION:

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

March 15, 2021

City Council
City Hall
Winona, MN 55987

Dear Council Members:

This letter is to advise that I am this date reappointing James Murphy and appointing Aaron Slavey to the Board of Adjustment. The term for these appointments would be effective April 3, 2021 through April 3, 2024.

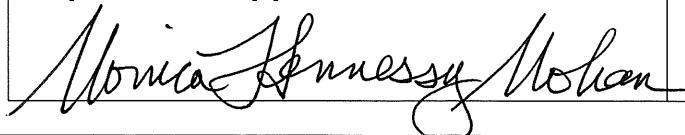
I trust that you will approve these appointments.

Sincerely,

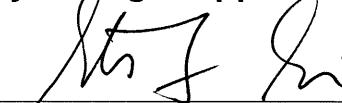


Scott D. Sherman
Mayor

Department Approval:



City Manager Approval:



REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Public Works	3/15/21
Item: Facilities Plan for Wastewater Treatment Plant		
No. 5.1		

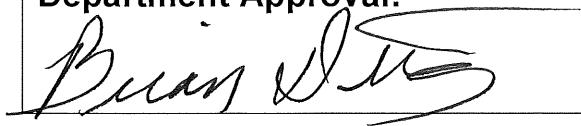
SUMMARY OF REQUESTED ACTION:

The City of Winona has been informed by the Minnesota Pollution Control Agency (MPCA) that there will be a phosphorus limit that will be imposed on the effluent from the Wastewater Treatment Plant (WWTP) by 2028. The first step in meeting this mandate will be creating and implementing a Facilities Plan for the WWTP. This facilities plan will determine which methods will be most effective for the removal of phosphorus which will in turn determine upgrades and improvements for the WWTP for phosphorus removal as well as other areas that may need to be improved. These improvements are anticipated to have a large cost associated with it, so the report will also explore grant and loan opportunities. Accompanying the report will also be a rate study so that the Sanitary Sewer Utility is able to pay for costs that would be over any grant monies received. This rate study would also provide a cost comparison of similar city's sewer rates.

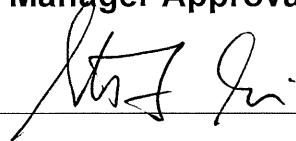
The result of this facilities plan is anticipated to be presented at a public hearing in July or August and then the Council would vote on the facilities plan following this hearing. SEH Engineering has a proposed cost for this report of \$88,610 and this includes the rate study in this plan. These costs would be paid out of the Sanitary Sewer Utility.

City Staff recommends approval of the proposal for this Facilities Plan for the WWTP. If the Council concurs approval of the attached resolution would be in order.

Department Approval:



City Manager Approval:



RESOLUTION

WHEREAS, A phosphorus effluent limit mandate will be imposed on the City of Winona Wastewater Treatment Plant (WWTP); and

WHEREAS, a Facilities Plan for the WWTP is needed to determine improvements to the WWTP; and

WHEREAS, SEH Engineering has provided a proposal to produce this facilities plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Winona, Minnesota, that the proposal dated February 2, 2021 be accepted and enter into a contract between the City of Winona and SEH Engineering.

Dated this _____ day of _____, 2021.

Scott Sherman
Mayor

Attest:

Monica Hennessy Mohan
City Clerk



Building a Better World
for All of Us®

February 2, 2021

RE: City of Winona
Facilities Plan and Rate Study
SEH No. WINON 14.00

Mr. Paul Drazkowski
WW Superintendent
1400 Shives Road
Winona, MN 55987

Dear Mr. Drazkowski:

Thank you for the opportunity to present this Proposal for completing a wastewater treatment facilities plan and rate study. Minnesota Administrative Rule 7077.0272 sets forth the requirements for a wastewater Facilities Plan. We are providing a proposed scope of work for the evaluation of the existing treatment system, establishment of future loading conditions, and analysis of alternatives. Costs will be presented in the evaluation of alternatives, and following acceptance of the Facilities Plan, SEH will complete a cost of service and rate study to assess the impact of the recommended improvements to the rate structure.

BACKGROUND

The City's wastewater treatment facility has undergone improvements over the years, but has not done a comprehensive Facilities Plan in the recent past. A Facilities Plan is important for the City to properly plan for investment in future infrastructure, understand condition limitations, and develop a road map to help the City plan and anticipate improvements to the treatment system. A Facilities Plan is also a requirement to obtain project financing and funding from the Minnesota Public Facilities Authority (PFA).

The City's National Pollutant Discharge Elimination System (NPDES) permit is currently pending renewal. Recent correspondence from the MPCA indicates a seasonal phosphorus limit. SEH will assist the City in negotiating a compliance schedule to meet new effluent limits. The path the facility takes with phosphorus (biological versus chemical) may impact decisions on where to spend maintenance dollars in the near-term.

SEH previously assessed the solids systems and considered the impact of a future phosphorus limit in the Draft Solids Preliminary Design Report. This previous study lays the groundwork for a significant part of the Facilities Plan content. This will need to be refined, looking at most current flows and loads as well as updating the future phosphorus limit that was assumed in this previous study.

A cost of service and rate study will develop feasible solutions to fund the recommendations from the Facilities Plan. The study will identify the cost to treat typical wastewater characteristics and these costs will form the basis of updated sewer rates for residential, commercial, and industrial customers. The proposed scope of work is divided into two phases: Facility Planning and Cost of Service Rate Study. These are detailed in the following sections.

Facilities Plan – Scope of Work

TASK 1: EXISTING CONDITIONS

As required in the Minnesota Rules, a Facilities Plan must describe existing conditions. SEH will complete the following:

1. Describe existing treatment system. Address treatment capabilities of each treatment unit, the systems' abilities to meet current permit requirements, and the location, frequency, and quantity of any bypasses. Include a summary of the capacity, condition, and remaining useful life of key equipment, systems, and processes.
2. Review performance of existing treatment facilities as related to current effluent standards and Minnesota Rules Chapter 7041 for biosolids.
3. Review recommended wastewater treatment plant reliability in accordance with published MPCA Reliability Guidelines and Ten State Standards.
4. Provide a wastewater treatment facility site map including surrounding features.
5. Update the wastewater influent characteristics (suspended solids, BOD, ammonia nitrogen, and phosphorous loads) with most current records. Update the comparison of domestic loads to expected loads based on typical per capita waste contributions. Report existing flow and loading information on MPCA's required form.
6. Complete a cursory evaluation of infiltration/inflow (I/I) as required by the Minnesota State Statute 7077.0272 for facility planning purposes. This preliminary analysis will use existing flow records to determine approximate rates of infiltration and inflow entering the collection system. If these rates exceed the standards as set forth by the MPCA, additional evaluation outside the scope presented herein may be required.

TASK 2: FUTURE LOADING CONDITIONS AND LIMITS

The Facilities Plan must look forward and project future conditions. Assuming the Facilities Plan is completed within 1 year of the NPDES permit reissuance, a formal preliminary effluent limit request is not required. As part of Task 2, SEH will complete the following:

1. Future loading conditions were previously identified in the Solids Preliminary Design Report and were found to be less than the current design capacity of the facility. We assume population projections have not changed since this previous report and will present the 2042 projections on the forms required by the MPCA.
2. Describe the planning area and indicate on a USGS map.
3. Review other treatment objectives in the Facilities Plan that may not be addressed by the reissued NPDES permit (e.g. nitrate, total nitrogen).

TASK 3: EVALUATION OF ALTERNATIVES

Multiple treatment alternatives capable of treating to the required effluent limits will be evaluated. For each alternative, cost evaluations will consider capital costs, operation and maintenance costs (including staffing), and salvage values. Alternatives will also be evaluated by their ability to meet anticipated future limits, and other non-monetary criteria. The scope is based upon the following evaluations:

1. **Preliminary Treatment:** Options for preliminary treatment were presented in the solids study. These will be updated/refined to address any owner feedback.
2. **Grit Removal:** Options for grit removal were presented in the solids study. These will be updated/refined to address any owner feedback.
3. **Primary Treatment:** Costs to rehab the existing primary clarifiers were presented in the Solids Study. No additional alternatives will be considered.

4. **Secondary Treatment:** Three distinct alternatives for secondary treatment will be evaluated. These alternatives will address the treatment for BOD, TSS, phosphorus, ammonia, and total nitrogen and will address trickling filters, aeration, and final clarifiers.
 - a. Continue using the trickling filters and aeration tanks in a chemical phosphorus removal configuration.
 - b. Forego the trickling filters and modify the existing aeration tanks to a biological phosphorus removal configuration.
 - c. Forego the trickling filters and construct a new activated sludge system for biological phosphorus removal.
5. **Solids Handling:** The previous solids study identified improvements to the solids systems. These improvements will be updated with the actual phosphorus removal requirements (seasonal) and based on the recommendations from the secondary process.
 - a. Secondary sludge thickening. Multiple alternatives were evaluated in the Solids Study. A dissolved air flotation (DAF) thickener was recommended. Design criteria will be updated for this selected alternative, as necessary.
 - b. Digestion. Improvements to the digester building, itself, were identified in the Solids Study. With improvements to the digesters completed in 2015, capacity will be evaluated in Task 1, but no process changes/improvements are assumed for evaluation.
 - c. Dewatering. Multiple alternatives were evaluated in the Solids Study. New belt filter presses were recommended. Design criteria will be updated for this selected alternative, as necessary.
 - d. Cake storage. Cake storage alternatives were evaluated in the Solids Study. These will be refined based upon the updated solids projections.
6. **Disinfection:** The disinfection system was just replaced. No process changes are assumed for evaluation.
7. **Water Reuse:** The MPCA recently updated Facilities Plan requirements to include an evaluation of water reuse. SEH will identify the cost to utilize treated effluent treat within the plant boundary. SEH will also take a high-level look at the costs associated with producing reuse-quality water for offsite uses (industry).

The evaluation of these alternatives will be summarized in the Facilities Plan. A preliminary draft will be provided prior to proceeding with Task 4. To complete the evaluation of alternatives, SEH will recommend a special sampling program and jar testing to help understand chemical and biological parameters that are critical for determining the performance and cost of chemical and biological phosphorus removal systems.

TASK 4: RECOMMENDATIONS

Based upon the cost evaluations, SEH will summarize recommendations for plant improvements. The recommendations will include:

1. A project timeline for phasing, project design, MPCA review and approval, advertising and bidding, construction, and start-up.
2. Summary of the rate impact, as determined by the Cost of Service Rate Study.
3. Discuss opportunities for funding, including Public Facilities Authority (PFA) low interest loans, the Point Source Implementation Grant (PSIG), Green Project Reserve (GPR) grant funds, and funding opportunities for water reuse.

TASK 5: PUBLIC HEARING

Before adopting a Facilities Plan, the City must hold a Public Hearing to discuss the project including alternatives evaluated and costs associated with the proposed alternatives. SEH will assist by:

1. Preparing presentation materials for the Public Hearing
2. Attending and speaking at the Public Hearing

TASK 6: FACILITIES PLAN SUPPLEMENT

Minnesota Rules require specific items to be submitted with a Facilities Plan. SEH will work with the City to compile the following items:

1. Complete list of addresses used for public notices purposes.
2. Summary of information presented, and comments received at Public Hearing
3. Formal resolution adopting the facilities plan
4. List of ordinances and inter-municipal agreements necessary for the successful implementation and administration of the project
5. A signed treatment agreement with each significant user
6. A completed Environmental Information Worksheet (EIW).
7. A completed Section 106 review.
8. Documentation of notification to other governmental units, summaries of comments received and county certification, as required.
9. The MPCA Facilities Plan Checklist also requires a completed Cost and Effectiveness Certification Form.

DELIVERABLES AND MEETINGS

The above tasks will be documented in the Facilities Plan. Electronic copies of the draft and final report will be provided to the City. Comments from the City on draft deliverables will be incorporated into the final documentation. Two hard copies of the Final Facilities Plan will be provided.

The following meetings are assumed for this project:

- Kick-off meeting and site tour. Several people from SEH have already visited the facility; new team members will tour the facility.
- Meeting to review Alternative Evaluation.
- Public Hearing.

EXCLUDED TASKS

The following tasks are not included in the Scope of Work:

1. **Anti-degradation Review:** Anti-degradation Rules that went into effect in November 2016 requires an Anti-degradation review for expanded discharges that further degrade water quality. No expansion is projected, and therefore antidegradation review is not anticipated.
2. **B3 SB 2030:** Very recently, the MPCA issued new requirements for the Cost and Effectiveness certification. Building, Benchmarks and Beyond (B3) provisions of the Sustainable Buildings (SB) 2030 Guidelines require the Facilities Plan be submitted to the B3 SB 2030 Wastewater Treatment Plants (WWTP) Review. In recent projects, providing a copy of the report has sufficed to meet these requirements. Nothing further is assumed.

3. **Preliminary effluent limits from the MPCA.** Because of the timing of the permit reissuance and based on input from the MPCA review engineer, a preliminary effluent limit request to the MPCA is not expected. If the NPDES permit process draws out or the Facilities Plan is delayed more than 1 year, a preliminary effluent limit request would be required (MPCA fee for this request is \$1550).
4. Performing hydrogeological studies or soil borings (not anticipated).
5. Conducting archaeological and historical surveys (not anticipated).
6. Conducting a site survey to identify boundary of the 100-year flood elevation if this data is not readily available.
7. Performing property surveys.
8. Advertising for a public hearing and paying related publication costs. SEH will prepare the Notice for the Public Hearing.
9. Cost of various agency (DNR, historical society, MPCA, etc.) fees for reviews involved with preparing the environmental information worksheet (EIW).
10. Preparing an Environmental Assessment Worksheet (EAW), which is not expected without a change in the flows.

CITY PARTICIPATION

City staff participation in the planning process is essential for the exchange of information/data, review of evaluation results and discussion of preferences. The recommendations must provide appropriate treatment, but also meet the needs of the operation staff for operation and maintenance. Good communication between the City staff and SEH will help provide a product that meets the City's needs. The following table identifies the anticipated level of City participation.

TASK	CITY LEVEL OF PARTICIPATION	OUTCOME
1	Provide information on existing facilities and flows and loads	Accurate information
2	Input on future limits	Agreement on assumptions for future conditions, which form the basis of the evaluation.
3	Special sampling data and jar testing	Accurate representation of influent characteristics and speciation to aid in evaluating alternatives
	Meet with SEH to review alternative evaluations	Decisions from this meeting will establish recommendations.
4	Provide information required for Cost-of-Service Rate Study in order to estimate impact to current rates	Accurate estimate of rate impacts
5	Execute resolution for adopting the Facilities Plan	Proper Facilities Plan documentation
	Advertise for public hearing and pay related publication expenses	Proper Facilities Plan notification
	Participation at Public Hearing	Educate the public and interested parties about the project and costs associated with the improvements
6	Addresses of contacts at customer communities	Proper notification of Public Hearing
	Copies of all SIU Agreements	Proper Facilities Plan documentation
	List of ordinance and inter-municipal agreements	Proper Facilities Plan documentation

Cost of Service / Rate Study – Scope of Work

TASK 1: DATA COLLECTION AND GOAL SETTING

We will use historical data to establish trends and set up a sewer rate model. Typically, five years of data is required to establish a trend. The following will be completed for Task 1:

1. Provide data request form. This itemized list identifies the various records and data needed for our team to initiate the rate study. By receiving data prior to the kick-off meeting, we can familiarize ourselves with the historical data and identify where additional information is necessary. This will be beneficial during the kick-off meeting as we set goals.
2. Review the data for completeness and organize into tables for ease of review and to identify trends. The tables will be incorporated into the sewer rate model.
3. Kick-Off meeting. Team members from both SEH and the City will discuss ideas, interests, goals and schedule. It is assumed that this meeting will be remote. The kick-off meeting will:
 - a. Review historical data and discussion of trends
 - b. Clarify and/or collect additional information, as needed
 - c. Present proposed five-year population projections, connections/users, flows and loadings
 - d. Review significant industrial user (SIU) agreements
 - e. Compile a list of communities similar to the City of Winona in population and infrastructure systems for evaluation for Task 2 – Regional Rate Comparison
 - f. Review current rate system and identify how best to incorporate the new rates to work with the City's existing software.
 - g. Establish communications protocol and project schedule.
4. Project future population and system connection/users. The number of wastewater customers is an important part of the rate formula, so we will incorporate projections relating to future connections, annexations or redevelopment.
5. Project water sales. SEH will track water billing records over the last five years and provide projections five years into the future. Data requested from billing records includes consumption of water for the billing period, account numbers, customer type along with meter size. Data will be provided by the City in a database format that is exportable to Microsoft Excel. Similarly, we will project water billed (sanitary flow) five years into the future to account for anticipated population growth. This data helps determine volume of flow from each connection sent to the sanitary sewer.
6. Review current operations and maintenance (O&M) costs associated with wastewater treatment and collection/conveyance. The evaluation of O&M costs will include labor, energy, materials, chemicals, biosolids handling and other related costs and current depreciation schedules.
7. Evaluate flows with loadings in excess of domestic strength to make sure the cost to remove these loadings is equitable.

Task 1 Deliverables (Technical Memo 1)

Summary of key items discussed at kick-off meeting:

- Historical data and trends
- Projected population growth
- Connections by user types (single-family residential, multi-family residential, commercial, industrial, municipal, other)
- Connections by meter size
- Metered flow to be used for sewer rate study
- Top wastewater users

- Identify water use per person for single-family (REU) and multi-family connections
- Industrial users: provide flows and loadings (BOD, TSS, P), billings and review Significant Industrial User (SIU) agreements
- NPDES permit: review of limits (current and projected)
- Discussion of City's existing software, capabilities
- Compiled list of communities similar to the City of Winona in population to be evaluated in Task 2

TASK 2: REGIONAL RATE COMPARISON

SEH will contact the communities identified at the kick-off meeting who have similar population and infrastructure as Winona. We will provide documentation identifying each community's rate structure for wastewater. As part of the review, we will confirm if a community is planning to modify their rates or rate structures in the near future, and if so, we will include comments on potential changes.

Task 2 Deliverables (Technical Memo 2)

Spreadsheet evaluating communities similar to Winona. Data will include:

- Rates structure, base rates, usage rates, residential, commercial, industrial rate structures,
- Meter sizes and billing cycles
- Last rate increase
- Status of existing infrastructure (future improvements)
- Indication whether a community is planning to modify rates in the near future.

TASK 3: DATA ANALYSIS AND PROJECTIONS

Upon completion of Tasks 1 and 2, we will identify proposed expenditures and income based on the historical trends over the past five years and from information supplied by the City. Task 3 will include the following:

1. Project expenditures and sources of income out 5 years. Income and expenditures will include:
 - **Capital Improvements Plan (CIP):** The existing CIP will be reviewed and updated to include those projects proposed be either paid in cash or financed by the sewer rates, including the improvements identified in the Facilities Plan.
 - **Administration costs:** Projected costs associated with meter reading (related to sewer), billing, collection, supplies, administration/ billing personnel, etc.
 - **O&M expenses:** O&M expenses, including labor, power, chemicals, insurance, training, parts, etc.
 - **Debt:** Review existing and future debt service requirements to determine level of cash flow needed to meet all current and future bonding requirements.
 - **Depreciation schedules:** Depreciation schedules for current assets will be reviewed for accuracy and updated. The City's five-year CIP will be reviewed. The impact of future CIP and anticipated depreciation on sewer rates will be included.
 - **Other expenses:** These include such items as principle and interest payments on the existing debts
 - **Other sources of income:** These include income from invested funds and miscellaneous fees (connection charges, etc.)
2. Present projections at a second meeting with City's staff (administration, operations and finance). At this meeting, two tables will be provided: an expense table and an income table. The expense table will identify proposed expenditures for the next five years for each expenditure category as a line item (capital improvements, administration, operation and maintenance, debt repayment, depreciation,

etc.). The income table will identify proposed income from interest income or fees over the next five-years. The difference between these two tables is what the user rates must cover. These tables will be incorporated into Microsoft Excel-based sewer model. At this meeting, we will also review cash balance goals.

3. Project adequacy of current rates and to identify modifications needed to ensure rates are fair and equitable, providing stability and producing adequate reserves both near- and long-term.
4. Incorporate proposed rates to determine if there will be a financial shortfall that may develop if rates are not increased and confirm a positive fund balance is maintained.

Task 3 Deliverables (Technical Memo 3)

- Finalized expense and income tables
- Need for rate and/or surcharge adjustments
- Impact of infrastructure improvement projects on rates and funding alternatives
- Adequacy of fund balances

TASK 4: SEWER RATE MODEL

The data discussed at the meetings and summarized in Technical Memos 1, 2 and 3 will be used to develop the Microsoft Excel based sewer rate model. The SEH team will work with the billing department to make sure the current billing software can continue to be utilized, incorporating any proposed modifications to the rate structure that best fits the City's needs. The goal is to ensure that adequate revenue is collected for current and future operations and capital improvements by modifying existing rates as needed to fairly distribute the costs of service amount across all classes of users. Allocation of costs to each customer class will take into account flow, number of customers and other relevant factors. To determine fair and equitable sewer rates, as part of Task 4, SEH will:

1. Develop annual revenue requirements on a cash basis (O&M, debt service, rate funded capital, etc.)
2. Allocate annual revenue requirements to defined fixed or variable expenses
3. Develop total units of services from billing records
4. Calculate unit costs of service
5. Meet to review recommended modifications and impacts that infrastructure projects (funding) will have on rates, along with examples of how rate modifications impact the average residential and commercial users and the top 10 users, both monthly and annually. Selected fee structures and modifications will be provided in Technical Memo 4.

Task 4 Deliverables (Technical Memo 4)

- Summary of rate analysis, identifying proposed and recommended rate modifications
- Cost of service (fixed versus variable costs)
- Cost per pound for BOD, TSS and Phosphorus removal
- Proposed rates for next 5 years and impact on users
- Recommended annual cash reserve for next five years

TASK 5: REPORT AND PRESENTATIONS

A draft of the Wastewater Cost of Service Rate Study with the four Technical Memos included in the Appendix will be provided to City staff for review. We will utilize GoToMeeting (remote collaboration software) to present the study to City staff via virtual conference. We have found this to be an effective online meeting platform, but can facilitate an alternative meeting platform if desired. Comments from

meeting will be incorporated into the final report. A summary of the study and proposed rate modifications will then be presented to the City.

Task 5 Deliverables

- Wastewater Rate Model (Excel): copy of rate models in an editable Microsoft Excel worksheet file to assist Utilities Staff in determining future rate adjustments
- Five draft copies of the Cost of Service Rate Study for review and comment
- Technical Memos: Technical Memos 1 through 4 will be included in an appendix of the final Report
- Five copies of the final Cost of Service and Rate Study and one electronic copy in PDF format provided to the City for distribution, plus electronic version (on a flash drive) of the Final Study

SUMMARY OF DELIVERABLES AND MEETINGS

The following deliverables, identified above, are assumed for the Rate Study:

- Technical Memorandum 1 – Data and Kickoff Meeting Summary.
- Technical Memorandum 2 – Regional Rate Comparison.
- Technical Memorandum 3 – Fund Balance Projections.
- Technical Memorandum 4 – Recommended Rate Modifications
- Final Report
- Wastewater Rate Model (Excel).

Electronic copies of the draft and final deliverables will be provided to the City. Comments from the City on draft deliverables will be incorporated into the final documentation. Two hard copies of the Report will be provided.

The following meetings are assumed for this project:

- Kick-off meeting
- Income/Expenditure Projections Review meeting
- Rate Recommendations Review meeting

EXCLUDED TASKS

The following tasks are not included in the Scope of Work:

1. **Water Rates:** Water rates are assumed to be sufficient and are not related to the need for improvements at the wastewater facility. If desired, water rates could also be evaluated.

CITY PARTICIPATION

City participation in the cost of service rate study is essential to get buy-in and understanding of the rate changes among City staff, which then can be communicated to the residents. Good communication between the City and SEH will help ensure a well-understood rate model. The following table identifies the anticipated level of City participation.

TASK	CITY LEVEL OF PARTICIPATION	OUTCOME
1	Provide information and data in response to data request	Accurate information
3	Input and review of projected income and expenditures	Accurate representation of projected income and expenditures, forming the basis for the rate study
	Input on fund balance goals	Decisions will impact rates
4	Review project rates	Understanding of model and basis for new rates.
5	Review Final Report	Understanding to better communicate to residents

Estimate of Effort

The estimate fee for both the Facilities Plan and the Cost of Service Rate Study are shown below.

Facilities Plan	\$39,950
Cost of Service Rate Study	\$48,660
Total	\$88,610

Schedule

The following schedule is proposed for the two phases of work. This assumes authorization in March 2021.

Task	March		April		May		June		July		August													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Award - Notice to Proceed	●																							
Facilities Plan																								
Data Request to City	■																							
Data Review & Kick Off Meeting		■	■	■	■	●																		
Alternative Review Meeting									●															
Draft Report										▲														
Final Report											▲													
Public Hearing												●												
Submit Facilities Plan to MPCA													▲											
Cost of Service Rate Study																								
Data Request to City	■																							
Data Review & Kick Off Meeting		■	■	■	■	●																		
TM No. 1 - Data Review and Kick Off Summary					▲																			
TM No. 2 - Regional Rate Comparisons						▲																		
TM No. 3 - Data Analysis & Projections							▲																	
TM No. 4 - Sewer Rate Model								▲																
Draft Report & Review Meeting									■	■	■	■	●											
Final Report and Presentation to City														■	■	■	■	●						

● Notice-to-Proceed

■ Data from City

▲ Technical Memos/Reports

● Kick Off Meeting/Meetings with City Staff

● Go to Meeting (remote collaboration)

● Presentation to City at Public Meeting

Mr. Paul Drąkłowski
February 2, 2021
Page 11

Summary

We look forward to continuing to work with the City of Winona on this project. If you should have any questions, please contact Susan Danzl directly at 651.280.0884.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Susan Danzl
Client Service Manager
(Lic. MN, CA, CO, VA)

SRD

\sehinc.com\panzura\pzprojects\uz\w\winon\157223\1-gen\10-setup-cont\03-proposal\proposal_fp and rate study 20210202.docx

REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Community Development	3/15/21
Item: Washington Crossing Subordination Agreement		
No. 5.2		

SUMMARY OF REQUESTED ACTION:

Background:

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

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

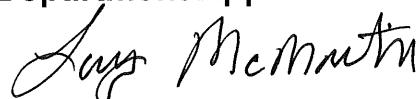
In January, the City Council approved a partial release of the City Mortgage. Minnesota Housing has requested a Subordination Agreement. The City and Port Authority approved the original Subordination Agreement.

Requested Action

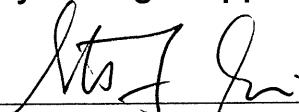
A plat was developed to separate the auditorium portion of the building from the rest of Washington Crossing. Minnesota Housing is requiring a Subordination Agreement and Estoppel Certificate from the City and Port Authority. This document outlines the position of each of the lenders in the project.

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

Department Approval:



City Manager Approval:



FOR USE BY FILING OFFICER ONLY

**AMENDED AND RESTATED MASTER SUBORDINATION AGREEMENT
AND
ESTOPPEL CERTIFICATE**

THIS AMENDED AND RESTATED MASTER SUBORDINATION AGREEMENT AMENDS AND RESTATES IN ITS ENTIRETY THE MASTER SUBORDINATION AGREEMENT DATED OCTOBER 9, 2003 AND FILED OF RECORD IN THE OFFICE OF THE COUNTY RECORDER FOR WINONA COUNTY ON OCTOBER 20, 2003 AS DOCUMENT NO. 479001.

**MASTER SUBORDINATION AGREEMENT
AND
ESTOPPEL CERTIFICATE**

THIS AGREEMENT shall have an effective date of the 9th day of October, 2003, and is entered into among MDI Limited Partnership #78, a Minnesota limited partnership (“Borrower”), the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota (“MHFA”), The Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota (the “Port Authority”), the City of Winona, Minnesota, a municipal corporation (the “City”), Greater Minnesota Housing Fund, a Minnesota non-profit corporation (“GMHF”), and Merchants Bank, National Association, organized and existing under the laws of the United States of America (the “Bank”).

WITNESSETH:

WHEREAS, Borrower has applied to and obtained certain loans from the other parties hereto and will use the proceeds of such loans and additional equity to fund the construction and/or rehabilitation of a multifamily housing development identified as MHFA Development No. 01-LMIR-2937 (the “Development”), which will be situated on real property located in the City of Winona, County of Winona, State of Minnesota, and legally described in **Exhibit A** attached hereto; and

WHEREAS, the following is a listing and description of the loans that Borrower has obtained from the other parties hereto (collectively, the “Loans”), which will be used to fund the construction and/or rehabilitation of the Development and the repayment of which will be secured by liens on the Real Property, and a listing of the documents that evidence and secure the repayment of such loans (collectively, the “Loan Documents”):

<u>Description of Loan</u>	<u>Amount of Loan</u>	<u>Documents Evidencing and Securing Repayment</u>
A loan from MHFA through its HUD Risk-Sharing Program.	\$1,822,707.00	Those documents set forth in Exhibit B attached hereto.
A bridge loan from the Bank.	\$3,000,000.00 T	Those documents set forth in Exhibit C attached hereto.
A loan from GMHF.	\$630,000.00	Those documents set forth in Exhibit D attached hereto.
A loan from the City through its SCDBG Program.	\$588,000.00	Those documents set forth in Exhibit E attached hereto.
A loan from the Port Authority.	\$300,000.00	Those documents set forth in Exhibit F attached hereto.
A loan from MHFA through its Flexible Financing for Capital Costs Rental Program.	\$300,000.00	Those documents set forth in Exhibit G attached hereto.

WHEREAS, the Loans, the corresponding Loan Documents, and other documents referred to herein and the liens created thereby shall have a certain order of priority; and

WHEREAS, the parties hereto wish to specify how the terms and conditions contained in the Loan Documents shall be interpreted in the event of a conflict or inconsistency therein.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, and in further consideration of the parties hereto making and entering into the Loans, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions set forth above shall be incorporated into this Section 1 by reference. The following terms shall have the meanings set out respectively after each such term, and such meaning shall be equally applicable to both the singular and plural forms of the term defined:

(a) “Bank Loan” – A bridge loan from the Bank to Borrower in an original principal amount of \$3,000,000.00.

(b) “Bank Loan Documents” – Those documents listed in **Exhibit C** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the Bank Loan.

(c) “City Loan” – A loan from the City through its SCDBG Program to Borrower in an original principal amount of \$588,000.00.

(d) “City Loan Documents” – Those documents listed in **Exhibit E** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the City Loan.

(e) “GMHF Loan” – A loan from GMHF to Borrower in an original principal amount of \$630,000.00.

(f) “GMHF Loan Documents” – Those documents listed in **Exhibit D** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the GMHF Loan.

(g) “MHFA FFCC Loan” – A loan from MHFA through its Flexible Financing for Capital Costs Rental Program to Borrower in an original principal amount of \$300,000.00.

(h) “MHFA FFCC Loan Documents” – Those documents listed in **Exhibit G** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the MHFA FFCC Loan.

(i) “MHFA HRS Loan” - A loan from MHFA through its HUD Risk-Sharing Program to Borrower in an original principal amount of \$1,822,707.00.

(j) “MHFA HRS Loan Documents” – Those documents listed in **Exhibit B** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the MHFA HRS Loan.

(k) “Port Authority Loan” – A loan from the Port Authority to Borrower in an original principal amount of \$300,000.00.

(l) “Port Authority Loan Documents” – Those documents listed in **Exhibit F** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the Port Authority Loan.

2. Consent to Loans, Liens and Encumbrances. The parties consent and agree to all of the Loans and further agree that all of the liens and encumbrances created by the Loan Documents shall be deemed to be permitted encumbrances under their respective Loan Documents. The parties further agree to execute any and all documents that any party hereto may reasonably request in order to document that such liens and encumbrances are permitted encumbrances under their respective Loan Documents.

3. **Use of Documents.** The parties agree and consent to the use of the Loan Documents set forth in the exhibits attached hereto in conjunction with the Loan referenced in each exhibit. In addition, each party hereto, as to the Loan Documents that correspond to one of its Loans, covenants, warrants, consents and agrees that (i) the described Loan Documents are all of the documents that the party has entered into regarding the corresponding Loan, (ii) there are no documents relating to such Loan other than the described Loan Documents for such Loan, (iii) it will not enter into any other document for such Loan that would adversely impact any other party or parties hereto without the prior written consent of such party or parties, (iv) any existing document or documents that may come into existence in the future to which a party hereto is or becomes a party or from which a party hereto obtains a benefit that is different from the benefits that the other parties hereto have received or will receive, and that is not listed in the Loan Documents set forth herein for such Loan, shall be of no force or effect until approved and consented to in writing by all of the parties hereto upon which such document has, or will have, an adverse effect, and upon such written approval, such document(s) shall be automatically considered to be included in the exhibit hereto setting forth the Loan Documents for such Loan. The other parties hereto shall execute any document that may reasonably be requested in order to include such document in such exhibit.

4. **Subordination of Loans and Loan Documents.** Except as specifically provided below, each party hereto agrees to the following priority for the provisions contained in the Loan Documents and any and all liens and encumbrances created thereby and subordinates its respective Documents and liens and encumbrances created thereby to those Documents and liens and encumbrances that are listed as having a priority over its Documents and liens and encumbrances created thereby:

Documents and Liens and Encumbrances Created Thereby	Party to the Documents and Holder of Liens and Encumbrances Created Thereby	Order of Priority
MHFA HRS Loan Documents	MHFA	First
Bank Loan Documents	Bank	Second
Port Authority Loan Documents	Port Authority	Third
City Loan Documents	City	Fourth
GMHF Loan Documents	GMHF	Fifth
FFCC Loan Documents	MHFA	Sixth

The parties acknowledge that the Development is intended to receive the benefits of low-income housing tax credits (the “Credits”) pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (“Section 42”) and that it is a condition of the receipt of the Credits that Borrower file a Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits (the “Declaration”) substantially in the form attached hereto as **Exhibit H**. MHFA, the City, the Bank, the Port Authority, and GMHF hereby consent to the terms of the Declaration as required by Section 2(c) of the Declaration and further agree that the Declaration is subordinate to the MHFA HRS Loan and the MHFA HRS Loan Documents, the MHFA FFCC Loan and the MHFA FFCC Loan Documents, the Bank Loan and the Bank Loan Documents, the City Loan and the

City Loan Documents, the Port Authority Loan and the Port Authority Loan Documents, and the GMHF Loan and the GMHF Loan Documents, except to the extent required by Section 9(d) of the Declaration (relating to the three-year vacancy control during the extended use period).

5. **Interpretation.** The parties are entering into this Agreement in order to establish the subordination and priority of the Loan Documents and any liens and encumbrances created thereby, and, accordingly, the parties agree, understand, and acknowledge that the enforceability of this Agreement is not, and shall not be, restricted, limited, or impaired by the fact that not all of the parties hereto are signatories to each or any of the Loan Documents.

6. **Compliance with Rent Limitations.** Notwithstanding any provision to the contrary contained herein, MHFA shall not authorize or require any rents to be imposed upon any tenants living in the Development that are inconsistent with any rents imposed by any provision in any of the Loan Documents.

7. **Control by Most Stringent Requirements.** Notwithstanding the order of priority and subordinations granted herein or any provisions to the contrary contained herein, the parties hereto agree that if there are any inconsistencies contained herein or in the Loan Documents, the most stringent provision shall control.

8. **Absence of Events of Default and Compliance with Closing Requirements.** Each party hereto states, represents, and warrants that as to each of its individual Loans, (i) the Loans have been duly closed, (ii) there are no Events of Default, or events that with the passage of time could constitute an Event of Default, currently existing with respect to any of its Loans, and (iii) all of its Loans are in good standing.

9. **Use of Insurance and Condemnation Proceeds.** Notwithstanding any provisions to the contrary contained herein or in any of the Loan Documents, the parties agree that any and all insurance and/or condemnation proceeds will be used first to repair or reinstate the Development. If there are any remaining proceeds, or if such amounts are insufficient to repair or reinstate the Development, or if the Development cannot be repaired or reinstated, then such proceeds shall be used to pay off the Loans in order of the priority specified herein.

10. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Minnesota Housing Finance Agency Master Subordination Agreement and Estoppel Certificate on the date indicated immediately below their signatures.

BORROWER:

MDI LIMITED PARTNERSHIP #78
a Minnesota limited partnership

By: GLS Properties, LLC
a Florida limited liability company
General Partner

By: _____
Gary L. Stenson, Chief Manager

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this _____ day of _____, 2021, by Gary L. Stenson, Chief Manager of GLS Properties, LLC, a Florida limited liability company, General Partner of MDI Limited Partnership #78, a Minnesota limited partnership, on behalf of the limited liability company and the limited partnership.

Notary Public

MHFA:

MINNESOTA HOUSING FINANCE AGENCY
A public body corporate and politic of the State of
Minnesota

By: _____
James Lehnhoff, Assistant Commissioner, Multifamily

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this _____ day of _____, 2021, by,
James Lehnhoff, Assistant Commissioner, Multifamily, of the Minnesota Housing Finance
Agency, on behalf of the Agency.

Notary Public

BANK:

MERCHANTS BANK, NATIONAL ASSOCIATION
organized and existing under the laws of the United States of
America

By: _____

Its: _____

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021,
by, _____, the _____, of Merchants
Bank, National Association, organized and existing under the laws of the United States of America,
on behalf of the Bank.

Notary Public

PORT AUTHORITY:

THE PORT AUTHORITY OF WINONA

a body politic and corporate under the laws of the State of Minnesota

By: _____

Its: _____

By: _____

Its: _____

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____
and by _____ the _____ of The Port Authority of Winona, a body politic and corporate under the laws of the State of Minnesota, on behalf of the Port Authority.

Notary Public

CITY:

CITY OF WINONA, MINNESOTA
a municipal corporation

By: _____

Its: _____

By: _____

Its: _____

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____
and by _____, the _____
of the City of Winona, a municipal corporation under the laws of the State of Minnesota, on
behalf of the City.

Notary Public

GMHF:

GREATER MINNESOTA HOUSING FUND
a Minnesota non-profit corporation

By: _____

Its: _____

Executed on the _____ day of _____, 2021.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021,
by _____, the _____
of the Greater Minnesota Housing Fund, a Minnesota
non-profit corporation, on behalf of the non-profit corporation.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Minnesota Housing Finance Agency
400 Sibley Street, Suite 300
St. Paul, MN 55101-1998

Exhibit A

LEGAL DESCRIPTION

Lot 2, Block 1, Main Square Annex.

Exhibit B

MHFA HRS LOAN DOCUMENTS

1. Minnesota Housing Finance Agency HUD Risk-Sharing Program Combination Mortgage, Security Agreement, and Fixture Financing Statement, of even date with the document to which this exhibit is attached, executed and issued by MDI Limited Partnership #78, a Minnesota limited partnership, as Mortgagor, to the Minnesota Housing Finance Agency, as Mortgagee, of even date with the document to which this exhibit is attached, securing the repayment of a loan from Mortgagee to Mortgagor in an original principal amount of \$1,822,707.00.
2. Minnesota Housing Finance Agency HUD Risk-Sharing Program Regulatory Agreement, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Borrower, and the Minnesota Housing Finance Agency, as Lender.
3. Minnesota Housing Finance Agency HUD Risk-Sharing Program Assignment of Rents and Leases, of even date with the document to which this exhibit is attached, executed by MDI Limited Partnership #78, a Minnesota limited partnership, as Assignor, to the Minnesota Housing Finance Agency, as Assignee, which secures repayment of a mortgage loan in an original principal amount of \$1,822,707.00.
4. The following additional MHFA HRS Loan Documents:
 - a) Assignment of Architect's Contract for Sikes Abernathie Architects, P.C.;
 - b) Assignment of Architect's Contract for Four Square Associates, Inc.;
 - c) Assignment of Construction Contract;
 - d) Building Loan Agreement;
 - e) Certification Regarding Identity of Interest or Family Relationship;
 - f) Certification Regarding Liens;
 - g) Disbursement Agreement;
 - h) Guaranty;
 - i) Master Disbursement Agreement;
 - j) Mortgage Loan Commitment;
 - k) Mortgage Note in an original principal amount of \$1,822,707.00;
 - l) Rent-Up Escrow Agreement;
 - m) Supplement to General Conditions of the Agreement Between Owner and Contractor;
 - n) UCC-1 Financing Statement; and
 - o) Working Capital Reserve and Escrow Account Agreement.

Exhibit C

BANK LOAN DOCUMENTS

1. Mortgage dated March 21, 2003, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Borrower, and Merchants Bank, National Association, as Lender, in an original principal amount of \$3,000,000.00, filed of record March 25, 2003, as Document No. 468455.
2. The following additional Bank Loan Documents:
 - a) Commercial/Agricultural Revolving or Draw Note-Variable Rate in an original principal amount of \$3,000,000.00;
 - b) Commercial/Agricultural Security Summary;
 - c) Commercial Continuing Guaranty (Limited); and
 - d) Disbursement Instruction.

Exhibit D

GMHF LOAN DOCUMENTS

1. Combination Mortgage, Security Agreement and Fixture Financing Statement, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Mortgagor, and the Greater Minnesota Housing Fund, as Mortgagee, which secures repayment of a mortgage loan in an original principal amount of \$630,000.00.
2. Assignment of Rents and Leases, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Assignor, and the Greater Minnesota Housing Fund, as Assignees, which secures repayment of a mortgage loan in an original principal amount of \$630,000.00.
3. The following GMHF Loan Documents:
 - a) Assignment of Architect's Contract;
 - b) Assignment of Construction Contract;
 - c) Certificate of Total Funding Sources;
 - d) Certificate of Total Project Cost
 - e) Construction Loan Agreement;
 - f) Escrow and Disbursement Agreement;
 - g) Promissory Note payable to the order of the Greater Minnesota Housing Fund in an original principal amount of \$630,000.00;
 - h) Request of Notice of Foreclosure;
 - i) Title Insurance Certificate; and
 - j) UCC-1 Financing Statement.

Exhibit E

CITY LOAN DOCUMENTS

1. Mortgage, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Mortgagor, and the City of Winona, a municipal corporation under the laws of the State of Minnesota, as Mortgagee, which secures repayment of a mortgage loan in an original principal amount of \$588,000.00.
2. The following additional City Loan Documents:
 - a) Loan Agreement; and
 - b) Promissory Note in an original principal amount of \$588,000.00.

Exhibit F

PORt AUTHORITY LOAN DOCUMENTS

1. Port Authority of Winona Mortgage, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Mortgagor, and The Port Authority of Winona, as Mortgagee, which secures repayment of a mortgage loan in an original principal amount of \$300,000.00.
2. The following additional Port Authority Loan Documents:
 - a) Port Authority of Winona Promissory Note in the original principal amount of \$300,000.00; and
 - b) Port Authority of Winona Loan Agreement.

Exhibit G

MHFA FFCC LOAN DOCUMENTS

1. Minnesota Housing Finance Agency Flexible Financing for Capital Costs Rental Program Loan Repayment Agreement and Mortgage, of even date with the document to which this exhibit is attached, by and between MDI Limited Partnership #78, a Minnesota limited partnership, as Borrower, and the Minnesota Housing Finance Agency, as Lender, which secures repayment of a mortgage loan in an original principal amount of \$300,000.00.
2. The following additional MHFA FFCC Loan Documents:
 - a) Request for Notice of Foreclosure.

Exhibit H

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING CREDITS**

**(ASK HDO FOR COPY OF THE DECLARATION FOR THE TAX CREDIT YEAR
THAT CREDITS WERE AWARDED TO THE DEVELOPMENT)**

REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Parks and Recreation	03/15/21
Item: Adoption of the Aghaming Park Management Plan		
No. 5.3		

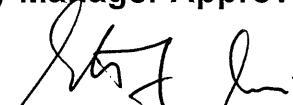
SUMMARY OF REQUESTED ACTION:

The City of Winona entered into a long term agreement with the United States Fish and Wildlife Service (USFWS) for the management of significant portions of Aghaming Park in the spring of 2018. A requirement of the agreement was for both parties to establish a Management Plan within 3-5 years of the execution of the agreement.

Mayor Peterson established the Aghaming Park Task Force to assist with the creation of the Aghaming Park Management Plan in partnership with USFWS. The Task Force worked with USFWS over a one year period to establish a draft plan. The draft plan was presented to City Council on October 19, 2020 and was subject to public comment for a period of 30 days. Following public comment, the draft plan was reviewed by the Task Force and no substantive changes were made to the draft. Attached for your review is the final Aghaming Park Management Plan.

Staff has reviewed the plan and recommends adoption.

If Council concurs a motion to adopt the Aghaming Park Management Plan would be in order.

Department Approval: 	City Manager Approval: 
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Aghaming Park

Management Plan

City of Winona, MN
U.S. Fish and Wildlife Service
Upper Mississippi River National Wildlife and Fish Refuge

March 2021

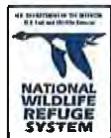


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Introduction

This Aghaming Park Management Plan is intended to provide guidance for the management of Aghaming Park for the 25 year duration of the current lease between the Upper Mississippi River National Wildlife and Fish Refuge (Refuge) and the City of Winona, MN (City) which expires in 2044 (Appendix I). Item 1 of the lease allows for the automatic renewal of the agreement for an additional 25 years (2069).

The lands which are encompassed by Aghaming Park were donated to the City by John Latsch Jr. in 1928. While a valuable asset, an inherent and constant issue for the past 90 years has been the lack of jurisdiction available to a municipality in Minnesota to manage and police lands within another State. Faced with possible wetland and floodplain violations from the State of Wisconsin, the City turned to the Refuge for assistance. Being a Federal government entity, the Refuge has jurisdiction in both states and has managed lands and waters adjacent to Aghaming Park since 1924. Under the lease agreement, the City maintains ownership of all lands within Aghaming Park while the Refuge provides management of the natural resources and public uses, as well as law enforcement support for 1,139 acres of the park. The lease does not include the John A Latsch Historical Wagon Bridge (Wagon Bridge), Concrete Road, boat houses, or any lands north of the Concrete Road. The final lease was signed in March 2018.

The Management Plan is written in broad generalities to ensure the ability to adapt and evolve as new management practices and information become available. Much of the information regarding resources and management direction for Aghaming Park are from two major reports. The first being *Aghaming Park: A Community Resource Plan* which was completed in 1998 by the Aghaming Park Planning Team with funding from a McKnight Foundation grant. This document will be referred to as the “1998 Report” going forward. The second document, *Aghaming Park Trail System Plan* by Barr Engineering Company, was completed in 2005. This report will be referred to as the “Barr Report.” A third report, *Winona Comprehensive Parks, Open Space, and Recreation System Plan*, was drafted in 2018 and references Aghaming Park but does not include specific management recommendations to address at this time.

Natural resource and public uses will be guided primarily by three documents, the *Upper Mississippi River National Wildlife and Fish Refuge Comprehensive Conservation Plan* (CCP) which was completed in 2006, the *Upper Mississippi River National Wildlife and Fish Refuge Habitat Management Plan* (HMP) which was completed in 2019, and the *Code of Federal Regulations 50 Parts 18 to 199 (Wildlife and Fisheries)* (50 CFR). The CCP provides broad-based management objectives and specific goals for the entirety of the 240,000 acres encompassed within the Refuge boundary. While the CCP contains a great deal of guidance, it does not contain the necessary detail on every future action to adequately present and evaluate all physical, biological and socioeconomic impacts. Therefore, while the CCP provides overarching guidance, it will remain the responsibility of Refuge Management to ensure any actions taken on Aghaming Park lands meet the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), archeological and cultural resources protection, as well as U.S. Fish and Wildlife Service regulations on compatibility of uses.

1. Communication

Management Plan development was accomplished by an Aghaming Park Citizen Task Force appointed by the City, one City employee (Community Services Director), and Refuge staff. To ensure transparency with the public and effective communication within the development team, a general list of working rules was adopted. First and foremost, all points outlined in the Lease agreement will serve as guiding principles (Appendix I). Under the lease agreement, the City maintains ownership of all lands within Aghaming Park while the Refuge provides management of the natural resources and public uses, as well as law enforcement support for 1,139 acres of the park. The lease does not include the Wagon Bridge, Concrete Road, boat houses, or any lands north of the Concrete Road (Appendix II).

As Aghaming Park will be managed as part of the National Wildlife Refuge System, all activities, uses, and management will be under the umbrella of the Refuge's CCP, HMP, and 50 CFR to ensure consistency with surrounding Refuge lands and waters.

Upon completion and adoption of this plan by the City Council, the Task Force shall disband and communication will continue between the appointed City Official and Refuge Management staff. There shall be, at a minimum, one annual meeting to discuss management actions, issues, and other pertinent Aghaming information between the City and Refuge. Each party shall provide a yearly report outlining their activities and expenditures at Aghaming during the preceding year. These reports are due March 1 and will be made available to the public for review and comment.

General habitat or specific flora/fauna monitoring will occur at the Refuge's discretion as needed to make informed habitat management decisions. Either party may request specific research studies be conducted and will coordinate regarding the execution of such studies.

The Refuge will serve as the first point of contact for other State and Federal Agencies (Wisconsin Department of Natural Resources (DNR), Minnesota DNR, U.S. Army Corps of Engineers (USACE), etc) regarding management activities on Aghaming lands and waters. The Refuge will evaluate recommendations and present those to the City which enhance the management objectives of Aghaming. Any projects or actions requesting City funding will be presented to City Council for consideration after the vetting process. It will be the responsibility of the Refuge to oversee the implementation of any management recommendations that are agreed upon by the City and Refuge.

As with all waters within the Refuge boundary, fisheries monitoring and management recommendations will be the responsibility of the appropriate state DNR, which, in this situation shall be Wisconsin. WIDNR will coordinate with the Refuge on any fisheries management recommendations and the Refuge will then coordinate with the City.

Large scale Refuge management recommendations will be presented to the City prior to implementation. Examples of these include timber sales, construction of public use facilities, rip-rap placement, dredging, etc. These projects will generally require specific compliance with the NEPA as well as Refuge Compatibility Policy. All NEPA compliance, Compatibility, and permit requirements will be accomplished by the Refuge in conjunction with City concurrence.

In areas pertaining to recreational uses, if inconsistencies are found between Refuge regulations and City ordinances, the Refuge and City shall review Refuge regulations to determine if any deviation can be granted. If no process for a deviation is outlined in 50 CFR, the Federal regulation will be upheld. If, however, an alternative is present in 50 CFR, the Refuge and City can negotiate a solution that is amenable to both parties and does not detract from refuge purposes. If no resolution can be found, per the lease agreement item 19; "In the event of a dispute, the Regional Chief of Refuges and a designated representative of the Lessor shall attempt to negotiate an amicable solution. If an issue cannot be resolved definitively, the Regional Chief of Refuges and a designated representative of the Lessor can either mutually agree to third party mediation or individually elect to withdraw from the Lease and terminate it."

2. Abridged Aghaming Park History

An extensive historic description of Aghaming Park can be found in the 1998 Report (pp 25-38). Following are consolidated facts regarding Aghaming Park as well as a summary of how the City and Refuge came together to manage this property.

It was an eccentric Winona grocery man, John Latsch Jr., who had an encounter one stormy day with an angry farmer who was tired of trespassers on his Mississippi River bank that led to the City of Winona owning land in the State of Wisconsin. Latsch was a man of considerable means and unswerving determination and eventually purchased nearly all the islands and bottomland forest from Minneiska to Homer, MN. He also purchased large tracts of blufflands on both sides of the river. In all, he purchased over 18,000 acres at a cost of over \$2,000,000 and then, gave it all away for parks, playgrounds, and wildlife habitat (Winona Post 1997).

One of the properties that Latsch purchased was the 1,800 acre Aghaming Park which he donated to the City of Winona in 1928. Aghaming as interpreted from the Ojibway Language means "On the other side of a river or lake." This cluster of braided streams and islands was an anglers dream and included the now named Sam Gordy's Slough. Unfortunately, the lands of Aghaming lie on the Wisconsin side of the river which posed considerable problems for a city located in Minnesota. The City has no jurisdiction to enforce laws in another state and squatters eventually built camps on the property, of which at least one remains today.

The lack of jurisdiction became center stage when the WIDNR presented the City with letters (January 8, 2007 and May 8, 2009; Appendix III) warning of wetland violations that were occurring by off-road use on the lands of Aghaming. The WIDNR notified the City that citations would be issued if steps were not taken to control off-road use and the subsequent destruction of wetlands.

At the June 10, 2009 meeting of the Aghaming Park Advisory Committee, it was "suggested that consideration be given to discussing park management issues with the U.S. Fish and Wildlife Service (FWS). Through this idea it was suggested that such an agency would be better positioned to manage the area as envisioned in the Aghaming Park Resources Plan, approved by Council a number of years ago." (Appendix IV).

Following meetings between the Refuge and the City of Winona's Aghaming Park Committee, and subsequent public meetings, the City Council approved the motion to pursue a Cooperative Agreement with the Refuge for management of Aghaming Park (March 2010). Several iterations of

the agreement were drafted over the following years but the issue of squatter camps continued to be a point of contention. It was finally agreed upon by both parties that the agreement would not include a portion of Section 16 designated as the "Abandoned Personal Property Area" Exclusion within Tract 1014LS1 on the official Tract Map. This area will be excluded from the lease agreement for as long as the abandoned personal property remains. Once the abandoned personal property is removed, the "Abandoned Personal Property Area" Exclusion shall be included for management with the rest of the described lands (Lease page 4).

The final lease was signed on March 27, 2018 for a period of 25 years with an option to extend an additional 25 years. In June of 2019, the Mayor established a new Aghaming Task Force which was given the responsibility to work with the Refuge to develop a management plan as was called for in the lease. The Task Force will disband once City Council and Refuge have approved the plan.

3. Habitat Monitoring and Management

The 1998 Report includes a number of resource monitoring programs which will serve as baseline data for future monitoring and management recommendations. During spring and summer 1998 a vegetation study was undertaken with two primary goals: identify and delineate the major vegetative habitats; and begin to develop a listing of plants found at Aghaming. It was estimated that approximately 35 hours were spent on the vegetation project which identified 31 species of trees; 13 species of bushes; 6 species of vines; 65 species of herbs and several unidentified grasses; and 25 species of aquatics. A winter 1993 vegetation study found 45 woody species. Reports can be found in the 1998 Report, Appendix A – Vegetative Sampling.

A breeding bird survey of Aghaming was conducted in 1998 utilizing three standard methods including point-counts, area searches, and rail and bittern surveys using call play-backs. The survey documented 73 species of birds utilizing Aghaming during the month of June, three species are known non-breeders to the area (American white pelican, herring gull, and common merganser) which left 70 species considered to be breeding. The complete report can be found in the 1998 Report, Appendix B – Breeding Birds.

Appendix C – Environmental Studies of the 1998 Report includes information on several surveys. Twelve species of mammals were documented during a 216 night live trap study in seven locations across the park. Thirty-two species of fish were documented through electroshocking, trap-netting, and minnow trapping in Sam Gordy's Slough, Boat House Harbor, and No-name Lake. Seventeen species of invertebrates were documented through Ponar samples and by searching rocks and woody snags in Sam Gordy's Slough. Six turtle species were collected in baited trapnets and observed basking. Three frog species and one snake were also documented.

It is likely that many additional surveys have been conducted at Aghaming over the past 20 some odd years. It would be expected that the WIDNR and U.S. Geological Survey have conducted fisheries, avian, and potentially terrestrial surveys at some point in time. It is also likely that students from Winona State University have completed surveys for classes or even as a graduate thesis and that private individuals and clubs or groups have documented fish, birds, or plants over the years. Prior to the Refuge expending resources to conduct surveys, (with one exception described below) an inquiry will be made to various organizations as to the availability of any survey data which can be used to build upon.

In the summer of 2018, the Refuge began conducting forest inventory (FI) on Aghaming Park utilizing standardized protocol. Completed and planned inventory points can be found in Appendix V. The Refuge and USACE have conducted FI on all lands encompassed by the Refuge since the early 2000's. This inventory will help managers make informed decisions regarding maintaining and/or establishing a healthy forest on Aghaming. Examples of how this monitoring can be used include: mapping of ash stands to determine where Emerald Ash Borer may open the tree canopy by killing ash trees; locating desirable hard mast trees and determining recruitment within these stands; selecting desirable areas for forestry actions such as under-planting; locating invasive species for treatment and/or control; etc.

The Refuge will also immediately begin to implement and enforce management recommendations for bald eagles and red shouldered hawks to the extent possible. The Refuge uses a 660-foot set-back rule from January 15 – June 15 for a number of activities that could potentially disturb active eagle nests. These activities are generally related to large scale dredging projects or habitat restoration projects like timber sales. The Refuge will also follow the WIDNR Red-Shouldered Hawk Species Guidance which limits disturbance within 720 feet of a nest tree from March 15 – July 31. A full description of WIDNR Red-Shouldered Hawk Species Guidance can be found in Appendix V.

4. Public Use, Interpretation, and Environmental Education

Aghaming Park has long been seen as a wild place to invite people to explore. It has also been viewed as a place in need of enhanced development to increase visitation by school groups and other environmental educators. As such, many recommendations regarding development can be found in both the 1998 Report and Barr Report.

Several recommendations in the 1998 Report encompass Environmental Learning, Recreation, and Youth Mentoring outlined in four distinct Goal statements: 1) Increase the public awareness and the costs and benefits of future development, 2) Solicit and provide support for broad-based community involvement in all potential dimensions of future park programming, 3) Promote community involvement in the ongoing monitoring and maintenance of the site, 4) Build an accessible library or clearinghouse of information, including but not limited to, the natural history of Aghaming and means by which the site can be managed and maintained through citizen programs.

Given current guidance on developing natural spaces and changes in technology since the development of the 1998 Report, the majority of recommendations are no longer warranted. Those that remain viable include developing an "Adopt a Park" program, development and installation of on-site facilities (for example kiosks) which identify and explain ongoing monitoring and maintenance projects, and Citizen Science which can play a role in monitoring a variety of species and habitats in the future.

Both the City and Refuge will reach-out to area schools to make them aware of field trip opportunities at Aghaming Park. However, given current limitations, the Refuge will not provide personnel or funding to lead school groups on-site. This may be an additional area where citizens can play an important role in promoting Aghaming within the community.

The Refuge and City will continue to support river cleanups, community tours, and other activities that occur on and around Aghaming to the extent possible.

As a unit within the Refuge, Aghaming will be open to all uses that are available to the public on surrounding refuge lands. These uses and rules can be found in the Refuge Public Use Regulations brochure (Appendix VI), in Part 26.34 of 50 CFR, and the Refuge CCP. During the public scoping of the lease, it was noted that five public use regulations available on refuge lands were not in unison with City park rules, these included regulations regarding alcohol, camping, campfires, pets, and vehicle access. A Regulation Fact Sheet was compiled during the early negotiating phase and was revisited by the current Task Force with the following recommendations:

- It was agreed that the intent of both parties alcohol regulations were to eliminate glass bottles and discourage large parties. It was determined that the Refuge regulation regarding alcohol use was sufficient to achieve these goals.
- It was agreed that camping on beaches along Aghaming land shorelines, with the exception of the beach located directly downstream of the Wagon Bridge, could be allowed as permitted by refuge regulation.
- It was agreed that fires utilizing dead/down wood in conjunction with camping or on the ice while ice fishing per Refuge regulations could be allowed.
- It was agreed that pets should be leashed when on Aghaming lands except when engaged in hunting activities.
- It was agreed that vehicles (including bicycles) will not be allowed to cross lands managed as part of Aghaming per Refuge regulation.

Aghaming Park will continue to be open to fishing as well as hunting as outlined in the Refuge Hunting Regulations brochure (Appendix VI), Part 32.42 of 50 CFR, and CCP. Furbearer trapping is currently allowed and will continue as such, however, trappers will be required to obtain a Refuge Special Use Permit for trapping per refuge regulation. Guidance on the refuge trapping program can be found in the September 2007 Furbearer Management Plan and Environmental Assessment which was completed as part of the Refuge CCP.

5. Infrastructure

Both the 1998 Report and Barr Report were weighted heavily toward infrastructure development. While the intention of both reports to open the park to more users was commendable, conventional wisdom dictates that development in the floodplain is not a wise investment and leads to considerable maintenance costs.

The 1998 Report recommends the following facilities which will be discussed individually: 1) ground, bike and canoe trails with interpretive stations and observation decks; 2) floodplain interpretive learning center; 3) parking and boat landing facilities; 4) maintenance yard.

- 1) *Ground, bike and canoe trails with interpretive stations and observation decks.* The Refuge developed and signed a canoe trail around and through parts of Aghaming and constructed a kiosk near the Wagon Bridge with informational signage and brochures (Appendix VII). A public "grand opening" was held on June 13, 2012 to commemorate the first City/Refuge partner project. In December 2012, the kiosk was destroyed by arson, however the arsonist was later arrested, convicted, and made to pay restitution. The Refuge replaced the kiosk in June 2013

and has been maintaining the canoe trail signs and offering free public paddling events on the trail.

Ground trails for walking/hiking are viable on Aghaming, however, they are best reserved for locations that are not frequently flooded and require minimal maintenance. These trails will be “rustic” or without top-dressing such as wood chips and will be minimally maintained. Future discussions to explore the development of interpretive signage along trails can be undertaken following the completion of larger infrastructure projects (listed below) and safety issues.

Off-road bicycling is not allowed on refuge lands per 50 CFR 26.34 (7) which in part states “we prohibit all vehicle use on or across refuge lands at any time except on designated routes of travel or on the ice over navigable waters accessed from boat landings.” Bicycles are considered “vehicles” due to the camming action created by the gears.

An observation deck is a viable option but will require future discussions regarding location, access, funding, and maintenance.

- 2) *Floodplain Interpretive Learning Center.* It would not be advisable to construct any type of interpretive center on lands such as those in Aghaming given the frequent flooding and unique ecosystems of the area. Facilities such as these also require a disproportionate amount of maintenance and staff, which neither the City nor Refuge has available. It is advisable to partner with an existing facility to tell the story of Aghaming Park. Perhaps the Winona History Center or future Refuge Contact Station could provide space for an Aghaming exhibit.
- 3) *Parking area and Boat Landing.* The lands within the lease are nearly exclusively floodplain. The City and Refuge can explore the possibility of providing a parking area for a limited number of vehicles on or around the Concrete Road. However, developing a boat launch is expensive, requires maintenance, and is not needed as there are a number of landings within one-mile of the Wagon Bridge including; Dick’s Marina, Latsch Island, Winona Yacht Club, St. Charles Street Landing, Mertes’ Slough Landing, and East End Boat Ramp and Harbor.
- 4) *Maintenance Yard.* It is unlikely that approval would be granted to construct this type of facility on the lands of Aghaming as most are floodplain. It is also unlikely that either the City or Refuge would have interest or funding to construct and maintain this type of facility.

The Barr Report recommends an extensive system of trails including board walks and bridges. Given the acknowledgement within the plan that “all of Aghaming Park is considered wetland according to the National Wetland Inventory maps,” and the current extent and duration of Mississippi River flooding, establishing trails that include boardwalks would not be a responsible investment and would likely not be permitted.

The Barr Report also makes eight phased recommendations: 1) install gate to regulate access to Xcel Road, and install poles or flags every 50 feet to define Xcel Road for winter access; 2) install gate to regulate access to River Road; 3) barricade access routes off Highway 54; 4) repair ruts in the south loop of the Forest Trail and relocate trail; 5) improve River Road; 6) install elevated walkway; 7) make improvements to Swamp White Oak Trail; 8) construct North Forest Loop Trail.

It is clear that the River Road is the most contentious issue regarding access to Aghaming Park. This access has been a constant and continuous burden to the City as it is often the site of illegal dumping, provides access for illegal off-road vehicle use which damages sensitive areas, and is in violation of Wisconsin State Wetland/Endangered Species Laws. Per the letter from WIDNR dated May 8, 2009 the current violations regarding River Road include: §23.095 (1g) Damage or unreasonably waste Natural Resources; §29.604 Violation of protected endangered and threatened species; §30.19 grade or remove topsoil from the bank of any navigable waterway where the grading or removal will exceed 10,000 square feet; §30.29 Operation of motor vehicles in waters prohibited; and §283.91 (2) failure to implement and maintain construction site erosion control measures for land disturbance activities greater than one acre in size.

Provided the acknowledgement that the majority of the River Road is within areas classified as wetland, the continued dumping and littering, the documented off-road abuse, the refuge regulation regarding the limitation of vehicles crossing refuge lands, and the current violations outlined by the WIDNR, the recommendation will be made by the Refuge to the City that the River Road be closed to all vehicular traffic year round but remain open as a walking access.

Part of this recommendation is acknowledging that the climate is changing and influencing this area through warmer winters causing the lands to remain wet for much longer than in the past which makes setting dates of "frozen ground" of December 1 – March 15 of each year unrealistic. Checking the status of frozen ground and continually opening and closing a gate when conditions change is impractical. This recommendation also acknowledges the observed trend of increased flood waters and increased flood duration, which will continue to impact the River Road.

Recommended infrastructure projects (Appendix VIII):

- 1) As previously mentioned, in 2012 the Refuge in coordination with the City, developed and implemented a canoe trail which included the construction of a small kiosk on the Concrete Road. The Refuge has and will continue to maintain this structure.
- 2) There is currently a large-scale project to extend the Marshland Bike Trail into Winona. This plan includes using the Concrete Road as a connector between the old and new trails. While off-road bicycling is not permitted on Aghaming Park lands, bicyclists will be encouraged to explore Aghaming on foot. It will be recommended that a bicycle rack be placed along the Concrete Road with interpretive or directional signage to encourage this activity.
- 3) As with all lands managed as part of the Refuge, the perimeter of all Aghaming lands will be posted with refuge boundary signs. The Refuge will absorb all costs of materials and labor to complete this task.
- 4) The lease outlines the need for an entrance sign that acknowledges the partnership at Aghaming Park. The Refuge will coordinate the wording and placement of this sign with the City.
- 5) As recommended in the Barr Report, a gate will be installed at the entrance to River Road to regulate access. The Refuge and City will coordinate on construction and installation.

- 6) Explore the opportunity to provide parking at the Winona Boat Club.
- 7) All existing infrastructure (Death Road, River Road, little concrete bridge, kiosk) will be added to the FWS Real Property inventory which will make them eligible for federal funding when repairs are needed. Adding inventory requires inspections of the property to determine current condition which will be accomplished by FWS staff trained in facilities design, repair, and safety. The little concrete bridge will also require inspection to determine its working load limits and need for guard/hand rails.
- 8) Per the lease agreement item #14, the City shall remain responsible for all maintenance and repair of the Wagon Bridge and the Concrete Road. The City shall also place vehicle barricades on the River Road as requested by the Refuge.

6. Safety

Visitor safety is the highest priority for both the City and Refuge. With this in mind, both parties will work together to address safety concerns which are found through professional inspections and/or reported by the public. The Refuge will coordinate with Xcel Energy to ensure they are aware of the Refuge's role at Aghaming. Future right-of-way (ROW) activities conducted by Xcel will require a Special Use Permit from the Refuge.

Federal Wildlife Officers (FWO) will provide law enforcement coverage of all lands included within the lease. They will also coordinate with WIDNR Conservation Officers and Buffalo County Sheriff Department Deputies. Violations will be processed through the Assistant United States Attorney's Office in Madison, WI.

To better expedite emergency response, the Refuge will work with Buffalo County to establish a 911 address for the park which will be posted at the entrance. The Refuge will also pursue the establishment of a "Slow No Wake" area for Sam Gordy's Slough to assist with minimizing user conflicts between paddle sport users and motorboats as well as reduce shoreline erosion of the islands adjacent to the slough.

7. Public Review and Comments

This Management Plan was presented to the Winona City Council via Zoom meeting on October 19, 2020. Information regarding obtaining the Plan and providing comments were made available on the City of Winona website and the Refuge issued a press release (see Appendix IX). The public comment period was open from October 27 through November 27, 2020. All comments received and responses can be found in Appendix X.

Appendix I

Lease

(U.S. DOI – City of Winona, MN)

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

LEASE

THIS LEASE, made and entered into this the 27th day of March, 20 18, between
CITY OF WINONA, MINNESOTA, hereinafter called the "Lessor", and the UNITED STATES
OF AMERICA, acting by and through the U.S. Fish and Wildlife Service or its authorized
representative, on behalf of the Department of the Interior, hereinafter called the "Lessee"

WITNESSETH:

WHEREAS, Section 3 of the Fish and Wildlife Act (48 Stat. 401 as amended by 60 Stat. 1080
and 72 Stat. 563; 16 U.S.C. § 661 et seq.) and the Upper Mississippi River National Wildlife and
Fish Refuge Act (16 U.S.C. § 721 et seq.), both as amended, authorize the Secretary of the
Interior to acquire an interest in land and water suitable for use as wildlife habitat and wildlife
oriented education, recreation and public outreach; and

WHEREAS, the Lessor has the power to enter into Leases as a Home Rule city, pursuant to
Sections 1.02 and 1.03 of the City Charter; and

WHEREAS, the Lessor is dedicated to providing a variety of outdoor recreational opportunities
to its residents and visitors; and

WHEREAS, the Upper Mississippi River National Wildlife and Fish Refuge was established by
Public Law No. 268, 68th Congress on June 7, 1924; and

WHEREAS, the land and water described in Exhibit "A" as tracts City of Winona (1014M) and
(1014M1) and as further illustrated in Exhibit "B", are known as the City's *Aghaming Park: A
John Latsch Preserve*, hereinafter called the "Premises;" and

WHEREAS, these 1,139.00 acres of mature floodplain forest, marshes, open sloughs and
backwaters are within the approved boundary of the Upper Mississippi River National Wildlife
and Fish Refuge. The designated acres were classified as the highest value fish and wildlife
habitat and are considered unique and irreplaceable on a national basis, within the ecoregion, and
in the Refuge's 2006 Comprehensive Conservation Plan; and

WHEREAS, these unique habitats provide one of the nation's premier migratory bird corridors
and have been designated an Important Bird Area by the National Audubon Society; and

WHEREAS, these areas of the Mississippi River have been designated as a Ramsar "Wetland of
International Importance" under the Ramsar Convention on Wetlands of International
Importance Especially as Waterfowl Habitat (often referred to as the Convention on Wetlands or
the Ramsar Convention, Ramsar, Iran in 1971); and

WHEREAS, these unique habitats have the potential to provide habitat for numerous species designated as endangered, threatened and/or of special concern; and

WHEREAS, the current infrastructure of abandoned highways and natural levees within the Premises provides one of a few floodplain areas accessible by a mode of transportation other than boat in the Upper Mississippi River National Wildlife and Fish Refuge; and

WHEREAS, the Premises represents a historical connection to the Upper Mississippi River National Wildlife and Fish Refuge due to its connection with philanthropist John Latsch, and conservationist Will Dilg, who were instrumental in creating both public areas;

NOW THEREFORE, in consideration of the mutual covenants hereinafter and the benefits to such lands to be derived from their use pursuant to this lease, the Lessor hereby leases to the United States, upon the terms and conditions hereinafter set forth, the lands, tenements, and hereditaments, together with all the rights, easements, and appurtenances thereunto belonging, owned by it and situated in Trempealeau County, Wisconsin and Buffalo County, Wisconsin, containing 1,139.00 acres, more or less, and more particularly described as follows:

The following described tract of land is located in Wisconsin, Trempealeau County, approximately 2.5 miles south of Marshland, Wisconsin, being part of the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated April 11, 1928, and recorded in Volume 82 of Deeds Page 323, in the records of Trempealeau County, described according to the public land surveys:

Township Eighteen (18) North, Range Ten (10) West, Fourth Principal Meridian: All that part of Government Lots Two (2), Three (3), and Four (4), lying south of the Right of Way of the Chicago, Burlington & Quincy Railway Company, in Section Fifteen (15), containing Seventy-four (74) acres more or less, according to the government survey.

And also:

The following described tract of land is located in Wisconsin, Buffalo County, approximately 2.5 miles southwest of Marshland, Wisconsin, being part of the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated November 5, 1921, and recorded in Volume 69 of Deeds Page 456, and also being part of land described in a Warranty Deed from LaCrosse Dredging Company, a corporation organized and existing under the laws of the State of Wisconsin to the City of Winona, a Municipal Cooperation of the State of Minnesota dated February 24, 1928, and recorded in Volume 74 of Deeds Page 377, and also being the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated April 11, 1928, and recorded in Volume 74 of Deeds Page 378, and also being part of land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated December 21, 1933, and recorded in Volume

77 of Deeds Page 224, in the records of Buffalo County, described according to the public land surveys:

Township Eighteen (18) North, Range Ten (10) West, Fourth Principal Meridian:

All that part of Government Lot Six (6) in Section Six (6) that lies east of the right of way of the John A. Latch Wagon Bridge and the High Wagon Bridge Road (aka. Concrete Road); and,

All that part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section Six (6), lying south of the right of way of the Chicago, Burlington & Quincy Railway and that portion that lies east of the right of way of the High Wagon Bridge Road (aka. Concrete Road), and all that part of Government Lot Four (4) in said Section Six (6) lying south of the right of way of the Chicago, Burlington & Quincy Railway, excepting therefrom such portions as were heretofore sold to the County of Buffalo in the State of Wisconsin for highway purposes; and,

All that portion of the following described parcels of land, to-wit: Government Lots Five (5), Seven (7), Eight (8), and Nine (9) in Section Six (6); and all that part of Government Lot Six (6) in Section Five (5), and Government Lots One (1), Two (2), and Three (3) in Section Eight (8) which lie south and west of the Chicago, Burlington & Quincy Railroad Company's right of way across said premises, amounting in all to 308 acres of land, more or less, according to government survey, subject, however to existing rights of way, if any of the Green Bay and Western and of the Winona Bridge Railway Companies, and reserving, however, unto John A. Latch, for himself, his heirs and assigns, and the public generally, an easement of ingress and egress across said premises upon any right of way or road as existed on April 11, 1928 and located thereon leading from public highway at the westerly end of the tract of land herein conveyed to other lands lying north and east of the tract herein conveyed. John A. Latch further reserves unto himself, his heirs and assigns, the right in and to all minerals, including petroleum and oil, on said premises; and,

All of Government Lot Four (4) in Section Eight (8), excepting and subject to the winter road right of way belonging to the Chicago, Burlington and Quincy Railway Company; and,

All that part of Government Lots Two (2) and Ten (10) of Section Nine (9), which lies south of the right of way of the Chicago, Burlington and Quincy Railway Company; and,

The Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), and all of Government Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), and all that part of Government Lot One (1) which lies south of the right of way of the Chicago, Burlington & Quincy Railway Company, all in Section Sixteen (16); and,

All of Government Lots Six (6), Seven (7), and Eight (8), and all that part of Government Lot Five (5) which lies south of the right of way of the Chicago, Burlington & Quincy Railway Company, all in Section Fifteen (15); and,

All that part of Government Lots One (1) and Two (2) in Section Six (6), lying south of the right of way of the Chicago, Burlington & Quincy Railway Company.

Excluding, however, that portion of Section 16 designated as the "Abandoned Personal Property Area" on the official Tract Map on file with the Realty Division, U.S. Fish and Wildlife Service, Region 3, and the City of Winona for as long as the abandoned personal property remains. Once the abandoned personal property is removed, the "Abandoned Personal Property Area" shall be included for management with the rest of the above-described lands.

The Lessor agrees to lease the Premises to the Lessee for the purpose of managing the unique fish and wildlife habitats within *Aghaming Park: A John Latsch Preserve* for the purposes set forth herein and subject to the conditions herein.

1. To have and to hold the said Premises with their appurtenances for a period of Twenty-Five (25) years from the day and year first above written, with the right of the Lessee to automatically renew the lease for an additional Twenty-Five (25) years, subject to the provisions of Paragraph 2, hereof.
2. This Lease may be terminated in whole, or in part, under the following circumstances: by written mutual agreement of Lessor and Lessee; OR, at the option of either party for any reason whatsoever upon One (1) year written notice to the other. Such termination agreement or notice shall be recorded in the same place as this Lease.
3. The premises are a public resource that currently provides an assortment of year-round historically significant and culturally valued outdoor recreational and educational activities. The Lessee will manage the premises for fish and wildlife and wildlife-compatible uses including hunting, fishing, environmental education, wildlife photography, wildlife observation, and interpretation.
4. The Lessor and Lessee shall work cooperatively with the Aghaming Park Committee to develop an updated Management Plan within 3-5 years of execution of this Lease for utilizing and managing the Premises. The plan will focus on preserving and enhancing fish and wildlife populations and the important habitats found on the premises. The plan will also include public-use, environmental education and interpretation components. The Lessee and the Lessor shall jointly seek funding for implementation of the plan.
5. This Lease does not mandate financial participation by the Lessor or the Lessee but rather encourages joint participation in management activities as funding allows.
6. The Lessor shall not charge the Lessee for use and occupation of said Premises and the Lessee's management activities on the premises shall be without cost or expense to the Lessor.
7. Neither the Lessor nor the Lessee shall remove from the Premises any merchantable

timber, minerals, or other products, or things having commercial value except by mutual, written agreement or as agreed upon in the Management Plan.

8. The Lessor shall retain the rights and responsibilities of ownership. Title will not transfer to the Lessee under this Lease nor does the Lessee gain any interest in the underlying title of the Lessor's lands subject to this Lease. Nothing herein shall be read to convey to the Lessee any right, title, or interest in the Premises, other than as stated in this Lease.
9. Fixtures, equipment, facilities, or other property of the Lessor constructed or maintained on the said Premises is, and shall remain, the property of the Lessor, and may be removed at any time. Such fixtures, equipment, facilities, or other property of the Lessor may be removed by the Lessee after written agreement from the Lessor.
10. The Lessor shall retain the right to acquire, dispose of, develop, operate, manage, and maintain the Lessor-owned lands adjacent to the Premises as permitted by State and Federal law.
11. Within the premises, the Lessee shall be allowed to cooperatively perform mutually agreed upon fish and wildlife habitat management activities, monitoring/research, and other activities the Lessee deems necessary for the protection and management of fish and wildlife populations, their associated habitats and public-use components; provided, however, that such activities are not adverse to the Lessor's mission. Activities that may be performed by the Lessee include but are not limited to rehabilitation of shoreline, exotic species management practices, management of wetlands and floodplain forest, and fish and wildlife habitat management practices.
12. The Lessee may erect and maintain boundary signs and identification and directional signs on the Premises. The cost of erecting and maintaining said signs would be borne in whole by the Lessee. A sign signifying the cooperation of the Lessor and the Lessee will also be designed and erected at the entrance to the Premises.
13. The Lessee shall allow vehicular access on the River Road during the winter period (frozen ground) starting on or around December 1st of each year, and extending no later than February 28th, or a shorter period dictated by either thawing or any evidence that accessing the area is causing physical or habitat damage. However, motorized access will be prohibited if the Lessee determines motorized access presents risk to visitors or is negatively affecting the fragile habitat of the Premises. Upon the request of the Lessee, the Lessor shall provide and install vehicular access barricades for River Road.
14. During the term of the lease and all subsequent renewal periods, the Lessor shall remain responsible for all maintenance and repair activities and financial obligations associated with the John A. Latsch Wagon Bridge and the High Wagon Bridge Road (aka Concrete Road).
15. The Lessee shall provide a level of law enforcement coverage of the Premises as is provided on the surrounding Refuge lands, consistent with its jurisdiction.

16. Fixtures, equipment, facilities, or other property of the Lessee constructed or maintained on the said Premises shall be and remains the property of the Lessee, and may be removed at any time prior to the expiration or termination of this Lease or within 180 days after the expiration of the Lease.
17. The Lessee does not assume any liability for any fines, claims, damages, losses, judgments, and expenses arising out of or resulting from the existence of hazardous materials on the property, or any act, omission, or activity by the Lessor in connection with the activities undertaken on the described real property. The Lessor does not assume any liability for any fines, claims, damages, losses, judgments, and expenses arising out of or resulting from any act, omission, or activity by the Lessee in connection with the activities undertaken on the described real property. Each party agrees that it will be responsible for its own acts and the results therein to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The Lessee's liability shall be governed by the provisions of the Federal Tort Claim Act (28 U.S.C., Section 2671, et seq.). The United States is "self-insured" and to the extent authorized by applicable law, including the Federal Tort Claims Act (FTCA), the Lessee will assume the risks and liability on behalf of itself, its agencies and employees, for injuries to persons or property resulting from its activities under this Lease in accordance with the FTCA. The FTCA provides that the United States shall be liable for personal injury, death or loss of property caused by the negligent or wrongful act or omission of a Lessee employee acting within the scope of his or her Federal employment. Liability of the Lessee is to be determined in the same manner and to the same extent as liability of a private individual under like circumstances under state law. See 28 U.S.C. §§ 2672 and 2674. This provision shall survive the expiration or termination of this Lease.
18. Amendments or changes to this Lease may be proposed by either party at any time, and will become effective upon written ratification by both. This Lease shall become effective upon ratification by both parties and shall remain in full force and effect until cancelled, revoked, or terminated as provided herein.
19. In the event of a dispute, the Regional Chief of Refuges and a designated representative of the Lessor shall attempt to negotiate an amicable solution. If an issue cannot be resolved definitively, the Regional Chief of Refuges and a designated representative of the Lessor can either mutually agree to third party mediation or individually elect to withdraw from the Lease and terminate it.
20. This Lease may not be assigned by either party without the written consent of the other party.
21. The parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Lease.
22. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease, or to any benefit to arise there from, separate and apart from

any benefit accruing to the general public.

23. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.
24. The Lessee shall conduct a Level 1 Environmental Site Assessment Survey of the Premises prior to accepting authority granted under this Lease.

The principal contact for the U.S. Fish and Wildlife Service concerning this lease shall be:

Mary Stefanski, Winona District Manager (or her successor)
51 East 4th Street, Room 203
Winona, Minnesota 55987
(507) 494-6229
E-mail: Mary_Stefanski@fws.gov

The principal contact for the City of Winona concerning this Lease will be:

Stephen Sarvi, City Manager (or his successor)
Winona City Hall
207 Lafayette Street
Winona, Minnesota 55987
(507) 457-8234
E-mail: ssarvi@ci.winona.mn.us

The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed.

This Lease shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern except where preempted or prohibited by Federal law.

The City of Winona acknowledges that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq. The Service, as a Federal Agency, is not subject to the Minnesota Data Practices Act. Requests for information from the Service related to this Lease may be made via a Freedom of Information Act request.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the day and year first above written.

THE CITY OF WINONA

Date 2/21/18

By: Mark Peterson
Mark Peterson, Mayor

Date 2/21/18

By: Monica Hennessy
Monica Hennessy Mohan, City Clerk

ACKNOWLEDGMENT

STATE OF MN)
COUNTY OF Winona)

On this 21st day of February, in the year 20 18, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Mark Peterson, who is the Mayor of the City of Winona, and Monica Hennessy Mohan, who is the City Clerk of the City of Winona, known to me to be the people who are described in and who executed the within instrument, who acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official Notarial Seal the day and year first above written.



Lina Melinda Stanton
Notary Public, State of Minnesota

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Date March 27, 2018

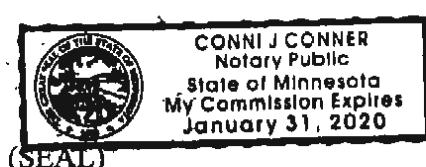
By Lori H. Nordstrom
Regional Director
Region 3, U.S. Fish and Wildlife Service
Lori Nordstrom
Acting Regional Director

ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

On this 27th day of March, in the year 2018, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Lori H. Nordstrom, who is the Acting Regional Director known to me to be the person who is described in and who executed the within instrument, who acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official Notarial Seal the day and year first above written.



Conn. J. Connor
Notary Public, State of Minnesota

My commission expires: January 31, 2020

Buffalo County, WI
City of Winona (1014M)

EXHIBIT "A"

The following described tract of land is located in Wisconsin, Buffalo County, approximately 2.5 miles southwest of Marshland, Wisconsin, being part of the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated November 5, 1921, and recorded in Volume 69 of Deeds Page 456, and also being part of land described in a Warranty Deed from LaCrosse Dredging Company, a corporation organized and existing under the laws of the State of Wisconsin to the City of Winona, a Municipal Cooperation of the State of Minnesota dated February 24, 1928, and recorded in Volume 74 of Deeds Page 377, and also being the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated April 11, 1928, and recorded in Volume 74 of Deeds Page 378, and also being part of land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated December 21, 1933, and recorded in Volume 77 of Deeds Page 224, in the records of Buffalo County, described according to the public land surveys:

Township Eighteen (18) North, Range Ten (10) West, Fourth Principal Meridian:

All that part of Government Lot Six (6) in Section Six (6) that lies east of the right of way of the John A. Latch Wagon Bridge and the High Wagon Bridge Road (aka. Concrete Road); and,

All that part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section Six (6), lying south of the right of way of the Chicago, Burlington & Quincy Railway and that portion that lies east of the right of way of the High Wagon Bridge Road (aka. Concrete Road), and all that part of Government Lot Four (4) in said Section Six (6) lying south of the right of way of the Chicago, Burlington & Quincy Railway, excepting therefrom such portions as were heretofore sold to the County of Buffalo in the State of Wisconsin for highway purposes; and,

All that portion of the following described parcels of land, to-wit: Government Lots Five (5), Seven (7), Eight (8), and Nine (9) in Section Six (6); and all that part of Government Lot Six (6) in Section Five (5), and Government Lots One (1), Two (2), and Three (3) in Section Eight (8) which lie south and west of the Chicago, Burlington & Quincy Railroad Company's right of way across said premises, amounting in all to 308 acres of land, more or less, according to government survey, subject, however to existing rights of way, if any of the Green Bay and Western and of the Winona Bridge Railway Companies, and reserving, however, unto John A. Latch, for himself, his heirs and assigns, and the public generally, an easement of ingress and egress across said premises upon any right of way or road as existed on April 11, 1928 and located thereon leading from public highway at the westerly end of the tract of land herein conveyed to other lands lying north and east of the tract herein conveyed. John A. Latch further reserves unto himself, his heirs and assigns, the right in and to all minerals, including petroleum and oil, on said premises; and,

All of Government Lot Four (4) in Section Eight (8), excepting and subject to the winter road right of way belonging to the Chicago, Burlington and Quincy Railway Company; and,

All that part of Government Lots Two (2) and Ten (10) of Section Nine (9), which lies south of the right of way of the Chicago, Burlington and Quincy Railway Company; and,

The Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), and all of Government Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), and all that part of Government Lot One (1) which lies south of the right of way of the Chicago, Burlington & Quincy Railway Company, all in Section Sixteen (16); and,

All of Government Lots Six (6), Seven (7), and Eight (8), and all that part of Government Lot Five (5) which lies south of the right of way of the Chicago, Burlington & Quincy Railway Company, all in Section Fifteen (15); and,

All that part of Government Lots One (1) and Two (2) in Section Six (6), lying south of the right of way of the Chicago, Burlington & Quincy Railway Company.

Trempealeau County, WI
City of Winona (1014M1)

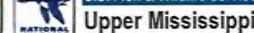
EXHIBIT "A"

The following described tract of land is located in Wisconsin, Trempealeau County, approximately 2.5 miles south of Marshland, Wisconsin, being part of the land described in a Warranty Deed from John A. Latch, a single man to the City of Winona, a Municipal Cooperation of the State of Minnesota dated April 11, 1928, and recorded in Volume 82 of Deeds Page 323, in the records of Trempealeau County, described according to the public land surveys:

Township Eighteen (18) North, Range Ten (10) West, Fourth Principal Meridian: All that part of Government Lots Two (2), Three (3), and Four (4), lying south of the Right of Way of the Chicago, Burlington & Quincy Railway Company, in Section Fifteen (15), containing Seventy-four (74) acres more or less, according to the government survey.



U.S. Fish & Wildlife Service

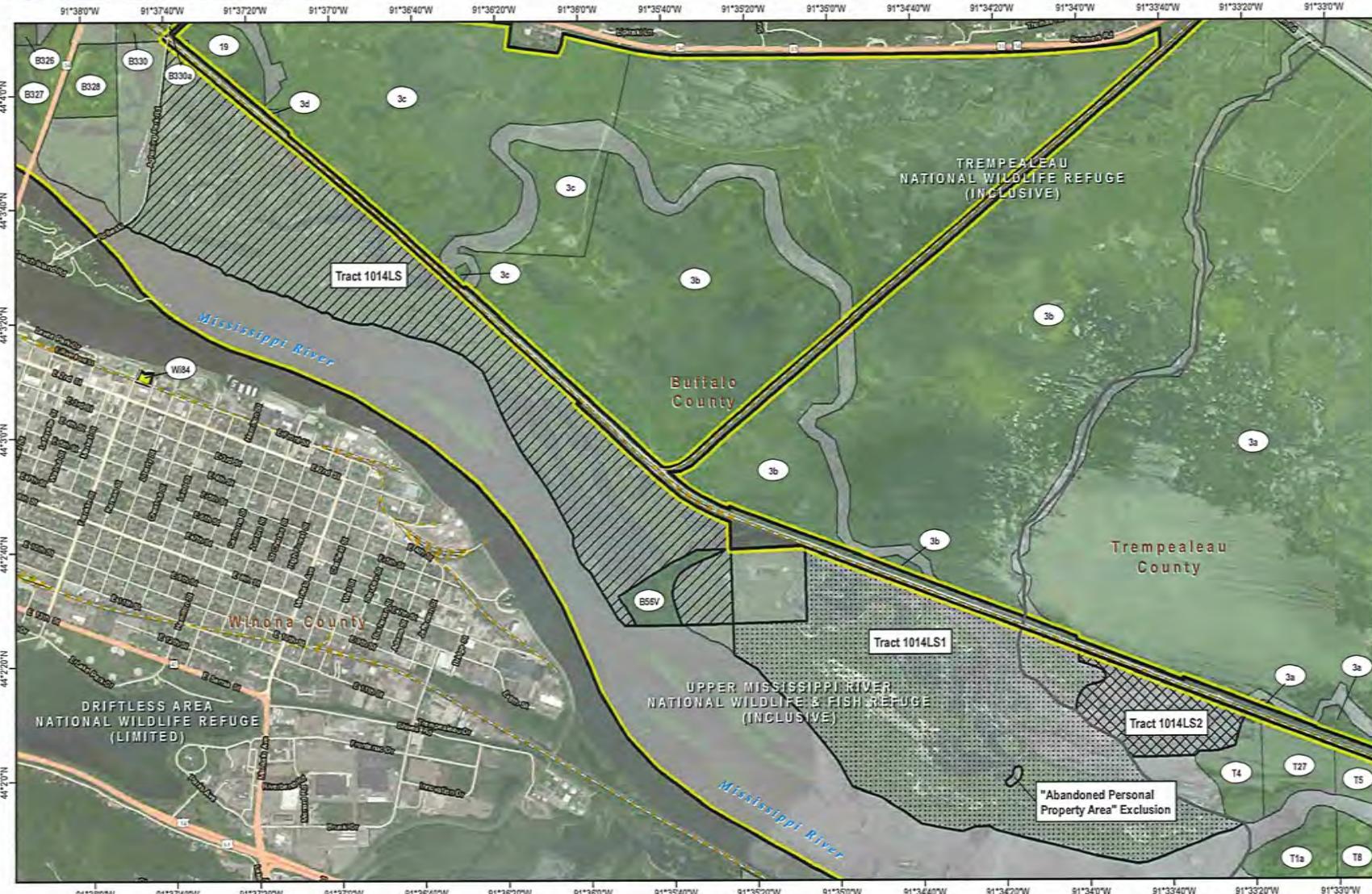


Upper Mississippi River National Wildlife & Fish Refuge

Buffalo and Trempealeau Counties, Wisconsin

City of Winona (Proposed Tracts 1014LS, 1,2)

Land Status



Legend

FWS Approved Boundary
Inclusive Acquisition Authority

Limited Acquisition Authority
Agreement Area - Total Area: 1,139 ac.

Proposed Tract 1014LS, 530 +/- ac.
Proposed Tract 1014LS1, 535 +/- ac.
Proposed Tract 1014LS2, 74 +/- ac.

FWS Primary Interest Type
Other (Inholding)
Fee (Previously Acquired)

Notes:
Projection: UTM Zone 15N
Datum: NAD 1983
Principal Meridian: 4th

Map Revised: January 15, 2018
Produced in the Division of Realty,
Bloomington, MN

Land Status Current to: January 15, 2018

Basemap Source: FWS Cadastral Database
Imagery Source: Esri, DigitalGlobe, GeoEye,
USDA, USGS

Midwest Region Locator



Scale 1:25,000

0 1,000 2,000 3,000 Feet

0 250 500 750 Meters

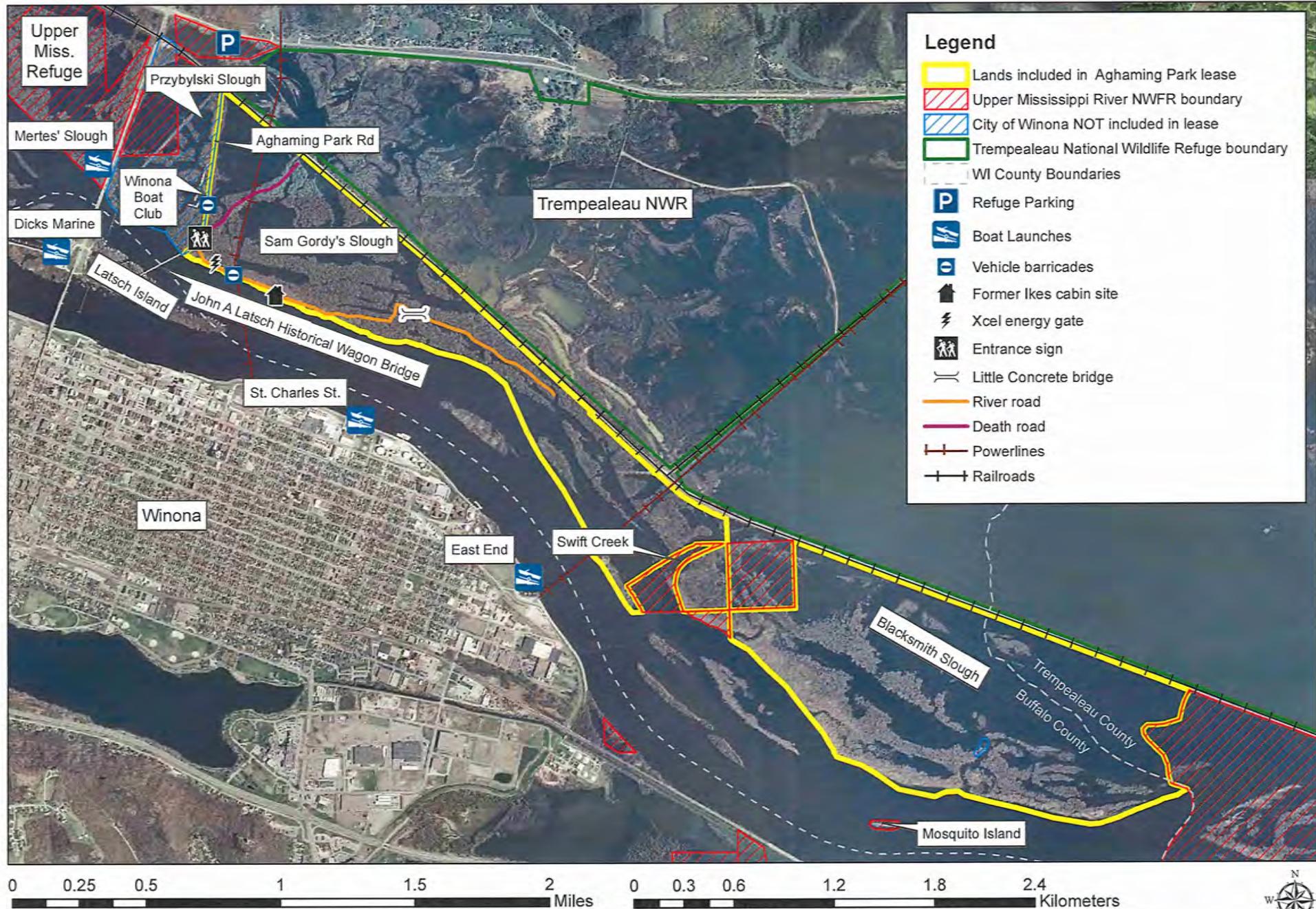
Appendix II
Maps of Lease Area



U.S. Fish & Wildlife Service

Aghaming Park Lease Lands

Upper Mississippi River National Wildlife & Fish Refuge Pool 6

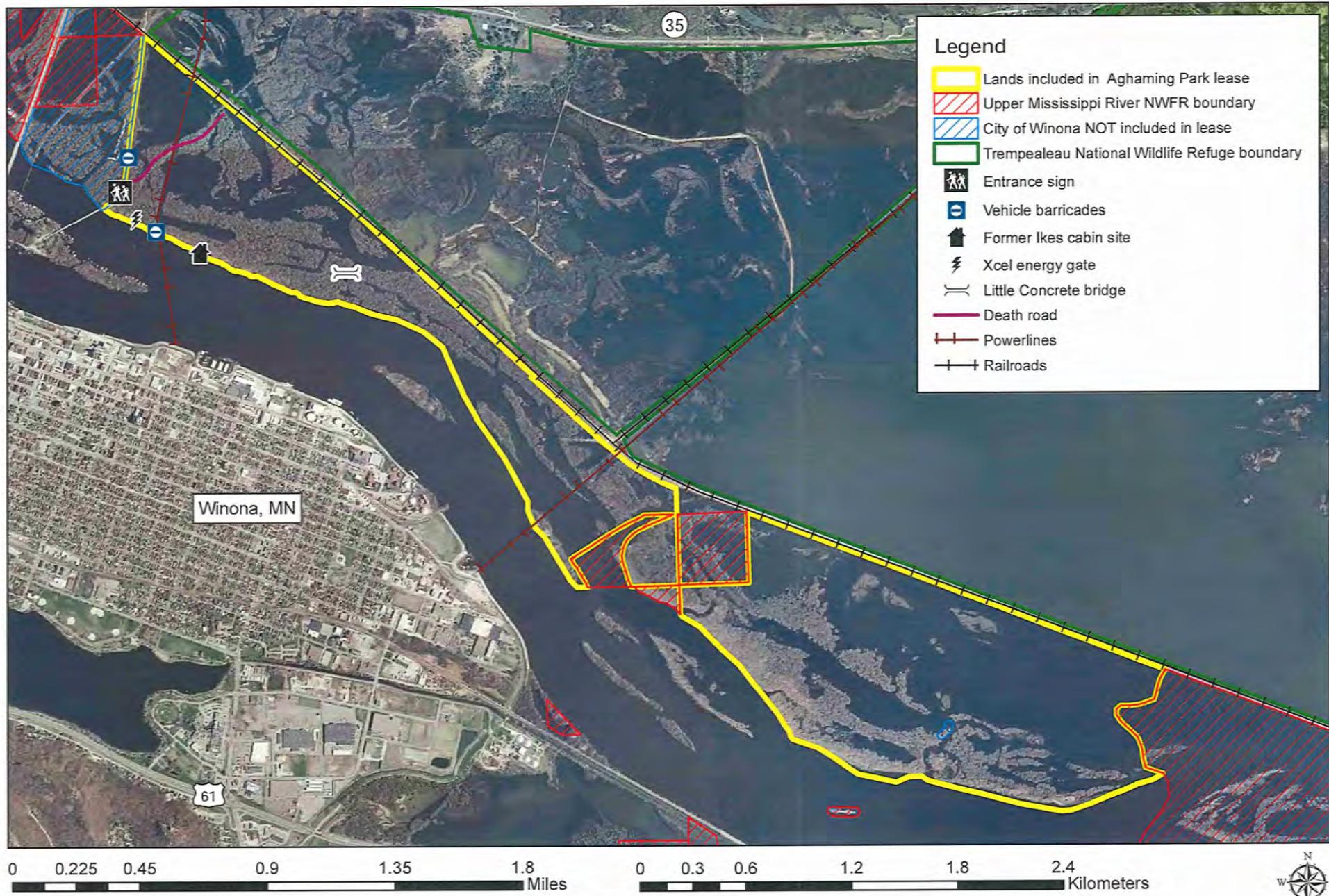




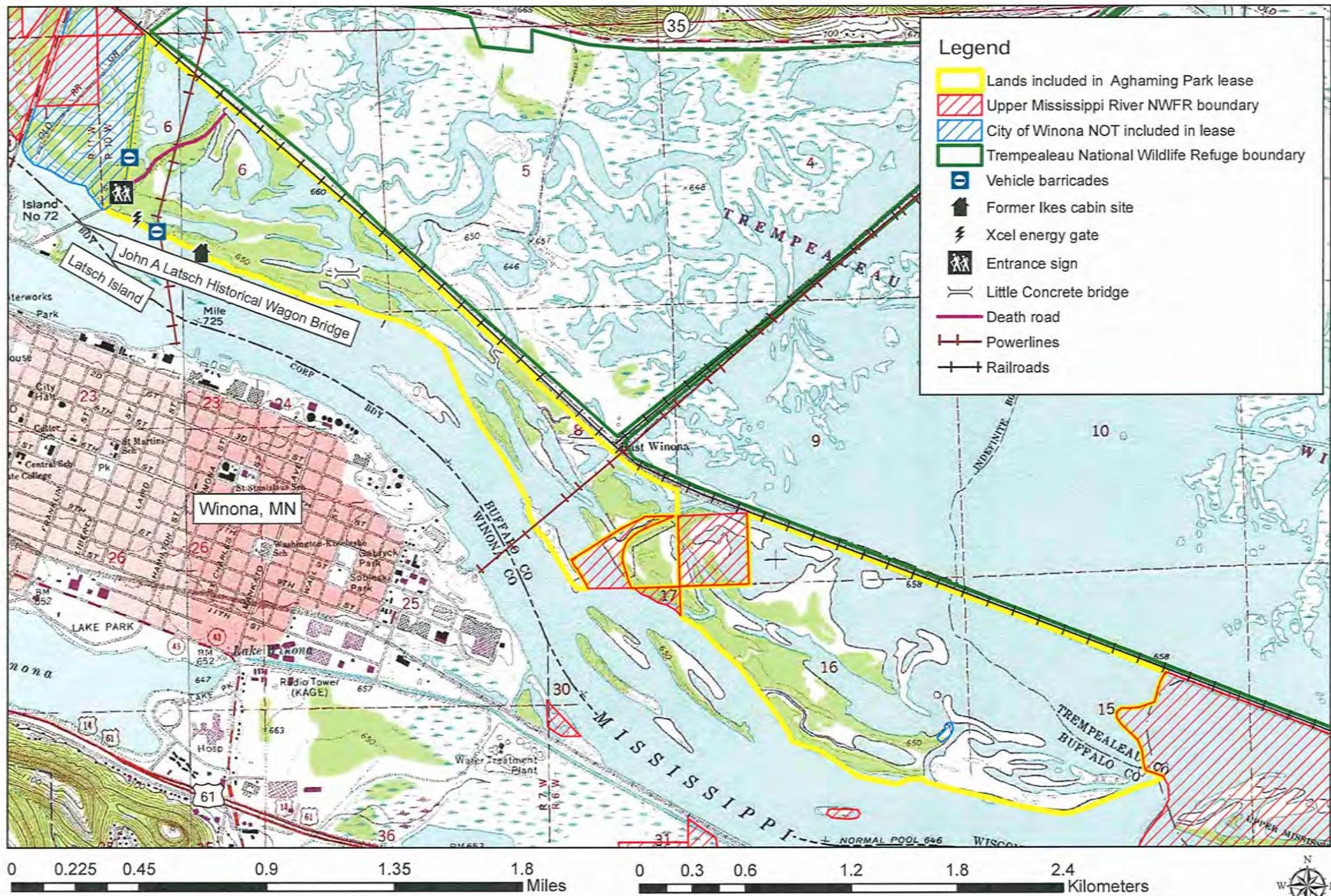
U.S. Fish & Wildlife Service

Aghaming Park Lease Lands

Upper Mississippi River National Wildlife & Fish Refuge Pool 6



Map Created: 12/05/2019 By: Biologist J. Froehly Project Saved as H:/Aghaming Park Agreement 2019.mxd Base Map: 2015 Aerial Photography

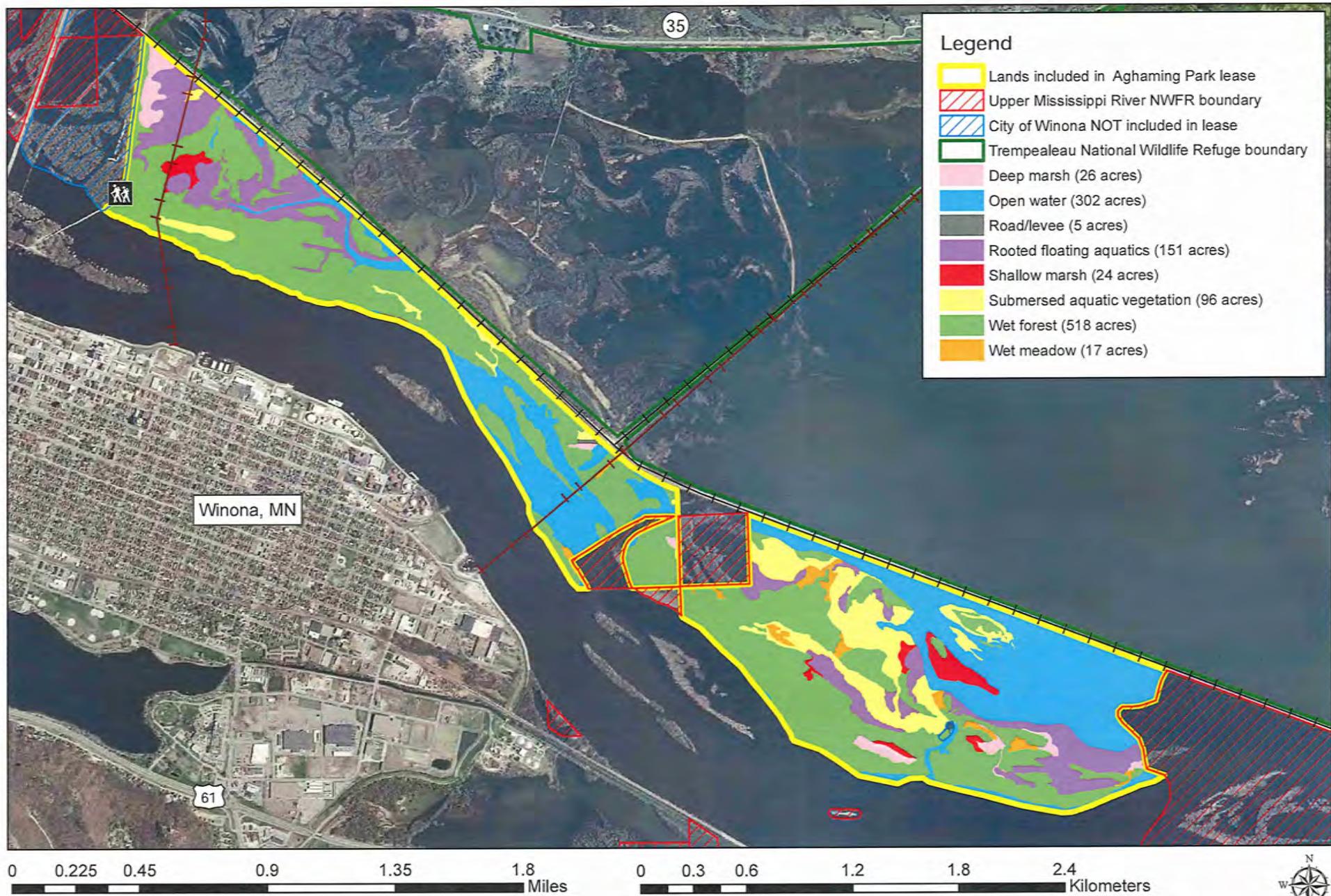
Upper Mississippi River National Wildlife & Fish Refuge
Pool 6



U.S. Fish & Wildlife Service

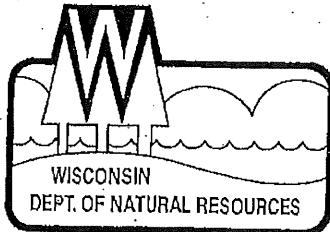
Aghaming Park Lease Lands

Upper Mississippi River National Wildlife & Fish Refuge Pool 6



Map Created: 12/05/2019 By: Biologist J. Froehly Project Saved as H:/Aghaming Park Agreement 2019.mxd Base Map: 2015 Aerial Photography

Appendix III
Wisconsin Department of Natural Resources letters
January 8, 2007 and May 8, 2009



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Scott Humrickhouse, Regional Director

West Central Region Headquarters
1300 W Clairemont
Box 4001
Eau Claire, Wisconsin 54702-4001
Telephone 715-839-3769
FAX 715-839-6076

January 8, 2007

INF-WC-2006-6-0036BT

Joe Barbeau
Assistant City Planner
City of Winona
207 Lafayette Street, PO Box 378
Winona, MN 55987

RE: Aghaming Park Wetland Delineation Report

Dear Mr. Barbeau:

We have received and reviewed the wetland delineation prepared for this site by Barr Engineering Company. The property is located in Section 6, T18N, R10W, Buffalo County. This letter is to inform you that the wetland boundary as shown on the map submitted January 5, 2006 that was included with the report "Aghaming Park Road Wetland Delineation" is not acceptable.

We observed a high quality floodplain forest community dominated by silver maple, cottonwood and green ash. Other, tree species included hackberry, river birch and elm are present. The shrub layer was dominated by poison ivy with some sandbar willow, false indigo and rose. Ground vegetation was sparse (normal for this community at this time of year) but species observed included starry solomon's plume, cursed crowfoot, annual bedstraw, switch grass and sedges. Some exotic species were observed: common buckthorn, moneywort, mulberry and daylily, but they were relatively confined and non-dominant in the area.

Standing water covered much of the area but high drier spots were also present interspersed among the wetter areas. Wetland plant species were observed dominating almost all the area we walked except for the lack of vegetation on most of the roadway and more upland species in an area of an old house which has since been removed. It appeared that the roadway was maintained through deposition of sand. We also observed an area of wood chip fill which we determined to be a violation of s. 404, CWA, s. 281.17(10), Stats. and NR 299.04, Adm. Code.

Soils observed were sandy with redoximorphic features within 6" of the soil surface. Higher areas did not exhibit redoximorphic features, however all of the soils in the area may be hydric by definition, depending on the extent and duration of flooding.

The consultant's wetland delineation report did not identify wetlands in areas where we observed them. One major problem with the report is that the sampling is inadequate with only 5 data points taken to characterize a 9.44 acre site. The data points ran the length of the existing access road and should have included data points perpendicular to the road. Other problems with the report include: conducting field work on 9/22/05 (a drought year) and not considering seasonal hydrology, incorrect plant indicator status, not identifying plants to species level and incorrect determination of hydric soils (not considering hydric soils by definition). Based upon the inaccuracies in the report, marked upland plots (SB1, SB2 and SB5) are likely to be within wetlands.

Based upon our field observations, wetlands occurred throughout the area with isolated high areas which may or may not be wetland. Mississippi River flood data, site elevations and plant community observations later in the growing season will help to establish more precise wetland boundaries. More accurate wetland delineation work will be required to determine the extent of wetlands on the site and the potential impacts to these areas which are likely to result from this project.

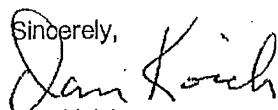
The floodplain forest community we observed was very high quality and largely intact. This plant community is considered rare or uncommon in Wisconsin (NHI Working List) and is a high priority for restoration (Wisconsin Biodiversity Report, 1995). Intact high quality floodplain forest communities are especially significant. They perform critical ecosystem services such as floodwater storage. They also provide critical habitat for many animals, many of which are rare, such as the state threatened Red-shouldered Hawks which nest within the project site. Even small canopy openings can have serious negative impacts upon sensitive nesting birds. Canopy openings often lead to the invasion of exotic plant species such as reed canary grass. Once introduced, this species is very difficult to eradicate. This wetland should be preserved with the least amount of disturbance to the maximum extent practicable.

If the City wishes to proceed with any development proposal within the floodplain wetland, there are several permits required. The Buffalo County Floodplain and Shoreland ordinances will require permits for filling and grading and several other activities. The US Army Corps of Engineers will require permits for filling any wetland or activity below the ordinary high watermark of the Mississippi River. The US Army Corps permits are not valid until the Wisconsin DNR issues Water Quality Certification and issues any permits that may be required under Chapter 30 of the Wisconsin Statutes.

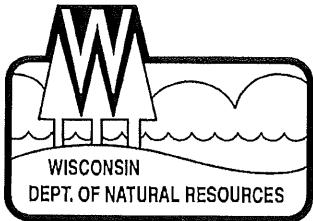
Our review of the proposals to develop a trail and extensive bridge and roadway system through the wetland complex leads us to a preliminary determination that we would not be likely to grant permits for these activities. There may be limited activities that could be permitted, but the presence of the endangered resources and largely unbroken tract of forest community means that any development would have to consider these features and be very minimal in nature and scope. A thorough and complete wetland delineation report would be required as a beginning to any development.

The placement of bollards along the edge of Wagon Bridge Road would not be a regulated activity. We certainly concur that they should be placed to prevent vehicular intrusions into the floodplain/wetland forest.

Within the next few days, I will be reassigned a new work territory which will not include Buffalo County. At this time I believe my replacement will be Water Management Specialist Jason Gazdecki with assistance from his supervisor Dan Helsel. Both Jason and Dan's offices are in Black River Falls and can be reached by calling 715-284-1424 for Jason and 715-284-1431 for Dan. Dan also has an office in LaCrosse and can be reached at 608-785-9014. My file on this issued will be sent to Dan Helsel.

Sincerely,

Dan Kolch
Water Management Specialist

cc: Bruce Norton, U.S. Army Corps of Engineers
Paul Van Eijl, Buffalo County Zoning Administrator
Mark Wilson, Barr Engineering
Pat Trochlell
Dan Helsel
Jason Gazdecki
Dave Pericak
Jim Thompson



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Scott Humrickhouse, Regional Director

La Crosse Service Center
3550 Mormon Coulee Road
La Crosse, Wisconsin 54601
Telephone 608-785-9000
FAX 608-785-9990
TTY Access via relay - 711

May 8, 2009

Keith Nelson
City of Winona Public Works
P.O. Box 378
Winona, Mn 55987

Subject: Wetland Damage from Vehicles at Aghaming Park, Town of Buffalo, Buffalo County

Dear Mr. Nelson:

Thank you for meeting with me on April 30, 2009 to discuss the issues related to vehicle traffic on and adjacent to River Road in Aghaming Park. I visited the site earlier that morning and observed and documented the adverse affects vehicles are having on wetlands and waterways. This included substantial rutting, which has resulted in damage to the soils and plants. The damage is occurring on River Road itself and in areas adjacent to the road where vehicles intentionally leave the road to traverse the landscape. At the end of the road near the Sam Gordy Slough Bridge vehicles are also driving off the road to the north.

We appreciate the steps the City has already taken to limit vehicle access onto river road by placing concrete barriers. I believe a more structured and enforced management plan for this road is needed to prevent further damage to resources.

Aghaming Park is a unique wetland, floodplain forest that has documented endangered and threatened species. This vehicle traffic exposes these species to harm including the habitat they rely upon for existence. The land /wetland disturbing activity encourages the spread of exotics such as reed canary grass, garlic mustard and purple loosestrife. The vehicles that traverse these resources also transport the seeds of these exotics to other parts of the state as well as other states only to compound our problems of trying to stop the spread of exotics. A letter was previously sent to the City on October 10, 2005 regarding Wisconsin's Endangered Species Law (attached).

The River Road Trail is apparently intended to be managed by the City for winter public access to waters for ice fishing. You indicated that the plan is to have this road closed to vehicle traffic between March 1 and December 1 of each year. We support the use of this road for this activity provided the road is only used as it exists now and only during these winter months. The Department must approve any future modifications to this road since most of the road is actually wetland. The City must take actions to prevent vehicles from leaving this road which should include:

- Barriers at key points where vehicles are leaving the road (trees would be sufficient)
- Signs to instruct users regarding how the road should be used
- Enforcement in cases of non-compliance
- Installation of a permanent gate and management of the gate within the seasonal restrictions.

In cooperation with the Department of Justice we will pursue enforcement actions against property owners that promote and allow this type of off-road vehicle use that results in the degradation and destruction of our natural resources as well as those recreational enthusiasts directly responsible for the destruction of a natural resource.

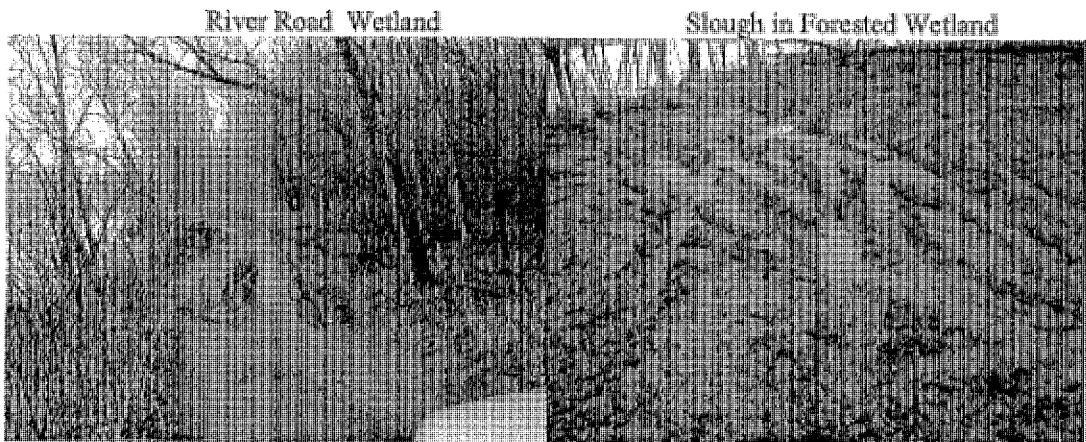
Potentially, and depending on the exact fact situation, we are prepared to issue citations for violations of the following statutes, s. 23.095(1g) Damage or unreasonably waste Natural Resources, s. 29.604 Violation of protected endangered and threatened species, s. 30.19 Grade or remove topsoil from the bank of any navigable waterway where the grading or removal will exceed 10,000 square feet, s. 30.29 Operation of motor vehicles in waters prohibited, and s. 283.91(2)failure to implement and maintain construction site erosion control measures for land disturbance activities greater than 1 acre in size.

We would much rather work cooperatively to avoid the need for any enforcement action but will go there if we have to in order to prevent harm to our natural resources. We hope you can help us in resolving these unfortunate damages. Please keep me informed of your progress to address this issue. Should you have any question please contact me at 608-785-9108.

Sincerely,

Water Management Coordinator

Cc: Robert Jumbeck
Dan Helsel
Armund Bartz
Ritchie Swanson
Craig Thompson
Bruce Norton- USACOE



Appendix IV
Aghaming Park Advisory Committee
Meeting Minutes
June 10, 2009

AGHAMING PARK ADVISORY COMMITTEE MEETING MINUTES

DATE: June 10, 2009

TIME: 6:00 p.m.

PRESENT: Pat Woodworth, Barry Drazkowski, Cal Fremling, George Borzyskowski, and Cindy Samples

ABSENT: Len Cross, Jim Gromek, Jim Thompson and Wayne Valentine

STAFF PRESENT: City Planner, Mark Moeller

Call to Order

The meeting was called to order at 6:00 p.m. by Acting Chairperson Borzyskowski.

Approval of Minutes – April 8, 2009

The minutes from the Committee's meeting of April 8th were reviewed and upon motion made and duly seconded were approved as submitted.

Consideration of Wisconsin DNR Letter

Mark Moeller, City Planner, noted that he had included, in the Committees agenda package, a letter from the Wisconsin DNR to the Public Works Director, Keith Nelson. In this letter, the DNR had outlined a number of concerns related to recent vandalism of Aghaming Park and had suggested that the City undertake a number of actions to prevent vehicular vandalism within the park. Through this letter, it was emphasized that if problems were not resolved, the DNR would undertake a number of actions forcing correction.

In consideration of the letter, it was noted that the barriers had been constructed on the River Road (easterly of the abandoned highway).

At this point Acting Chairperson Borzyskowski recognized Richie Swanson who noted that edges of the abandoned highway road are currently being mowed resulting in the expansion of garlic mustard in those areas. Since these plant species out compete native plants, discontinuing this maintenance activity would correct the problem. Acting Chairperson Borzyskowski stated that given recent budget reductions the problem may take care of itself. Additionally, although he was aware of the fact that the Public Works Department had intended to cut down trees for the purpose of preventing other avenues of vehicular access into the park, given restrictions to such activity, it was his understanding that other forms of resolving this problem are being considered. Acting Chairperson Borzyskowski stated, the City was attempting to take steps necessary to prevent additional problems. As such, he did not feel that additional discussion of the letter was needed.

AGHAMING PARK ADVISORY COMMITTEE MEETING MINUTES

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Discuss Next Steps/Priorities

Following brief discussion, it was suggested that consideration be given to discussing park management issues with the US Fish & Wildlife Service. Through this idea, it was suggested that such an agency would be better positioned to manage the area as envisioned in the Aghaming Park Resources Plan, approved by Council a number of years ago.

Committee Member Drazkowski stated that he saw no harm in discussing such a concept at the Committee level and felt that it was appropriate that the Committee do so. He further suggested that Mary Stefanski, District Manager of the Upper Mississippi Wildlife Refuge be invited to a future meeting to discuss this formal concept.

Committee Member Sample noted that the U.S. Fish and Wildlife Service does manage a significant amount of land and that much of this is subject to overlay refuge cooperative agreements which provide for Fish and Wildlife Service management while at the same time continuing to permit ownership by others.

Following brief discussion, it was moved by Committee Member Fremling and seconded by Committee Member Drazkowski to invite Ms. Stefanski to attend the Committee's July meeting in order to discuss the overlay refuge concept. When the question was called, the vote of the Commission was unanimous to approve the motion.

Other Business

Committee Member Fremling noted that the Jersey Barriers constructed at the River Road had recently been sprayed with graffiti. He asked if these could be repainted to remove the graffiti. He further suggested that newly cut trees not be utilized to create vehicular barriers into the park.

At this point, Acting Chairperson Borzyskowski recognized Mr. Swanson. He again emphasized that the general public is more than interested in preserving and protecting Aghaming Park as a significant local natural resource. He further noted that any effort to open up the River Road during winter months for vehicular access to ice fishing should include protections designed to ensure that vehicles do not deviate from defined roadways. He suggested that one way to do this would be to plant trees along the roadway in patterns which discourage off road activities. He further noted that the location of future gates along this road or any other access point into the park would be critical and that if people feel that the City is making a good faith effort to control access, they will donate money for new gates.

Acting Chairperson Borzyskowski noted that previously adopted Council resolutions allow for vehicular access to the former Ikes cabin site at all times of the year, as well as access beyond this point to allow for access to ice fishing during winter months.

Committee Member Drazkowski stated that given his observation of the River Road, portions of it are close to eroding. He suggested that if the Wisconsin DNR will not permit improvements to this feature, future accessibility issues may result.

AGHAMING PARK ADVISORY COMMITTEE MEETING MINUTES

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At this point, Acting Chairperson Borzyskowski recognized Mike Kennedy who stated that Aghaming Park is, by nature of its present environmental setting, visited by persons of all parts of the world. As a unique natural setting, he felt it should be promoted as such. He further noted that although problems exist with enforcement, enforcement is 90% visibility, little of which currently exists.

In response to a question by Committee Member Woodworth, Committee Member Sample noted that, as opposed to many parts of the Upper Mississippi Wildlife, Aghaming Park is easily accessible. She also stated that, given the parks location between the Eagle Center in Wabasha and the Owl Center in Houston, it could offer an additional educational opportunity to all, if promoted properly. He further echoed Mr. Kennedy's thoughts that the Park offers an enormous amount of potential relative to the tourism element.

Acting Chairperson Borzyskowski again emphasized that any future use of the Park needs to be consistent with John Latsch objectives.

Committee Member Drazkowski suggested that a series of small signs, located throughout the Park, would be more effective in defining restrictions than a single large sign.

Acting Chairperson Borzyskowski recognized Mr. Swanson who concurred with Mr. Drazkowski comments and suggested that if vehicular access beyond the Ikes site is promoted, signs in this area could help to control the off road vehicle problem. He then noted that the Wisconsin DNR has provided a number of ideas in this area, and that the City needs to follow through with these ideas.

There being no further business to come before the Committee, the meeting was adjourned.

Mark Moeller
City Planner

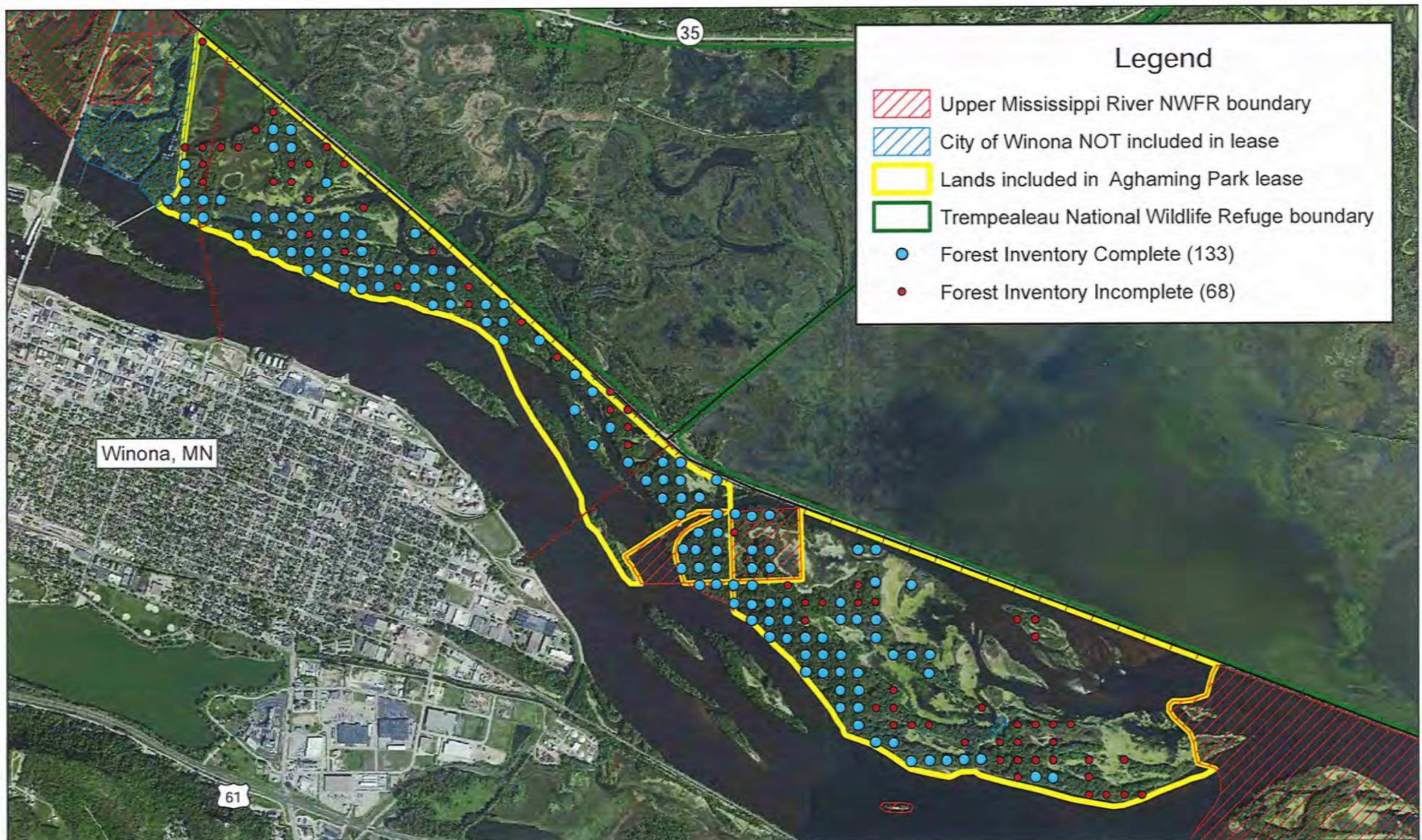
Appendix V
Habitat Monitoring and Management



U.S. Fish & Wildlife Service

Aghaming Park Lease Lands

Upper Mississippi River National Wildlife & Fish Refuge Pool 6



Map Created: 08/26/2019

By: Biologist J. Froehly

Project Saved as H:/MichelleTurton H Drive/Documents/
Aghaming/Aghaming Park Agreement 2018.mxd

Base Map: 2015 Aerial Photography

Red-shouldered Hawk (*Buteo lineatus*) Species Guidance

Family: Accipitridae – the hawks, kites, and eagles

State Status: [Threatened](#) (1979)

State Rank: [S3S4B, SIN](#)

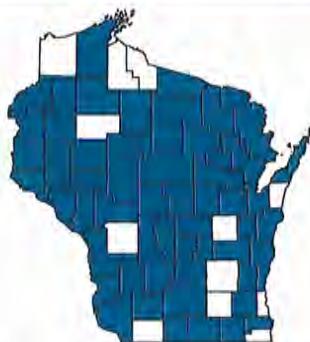
Federal Status: [None](#)

Global Rank: [G5](#)

Wildlife Action Plan

Mean Risk Score: [2.7](#)

Wildlife Action Plan Area of Importance Score: [2](#)



Counties with documented locations of Red-shouldered Hawk breeding or breeding evidence in Wisconsin. Source: Natural Heritage Inventory Database, October 2018.



Photo by Gene Jacobs

Species Information

General Description: Red-shouldered Hawks are medium-sized forest raptors. Adult wingspans are 81-112cm (32-44 in) and body lengths 43-58cm (17-23 in) for males and 48-61cm (19-24 in) for females (Dykstra et al. 2008). Males and females are similarly marked but exhibit slight sexual dimorphism, with females larger than males (Jacobs and Jacobs 2002). Adults have a tan or rust colored underside with whitish horizontal barring that becomes progressively thicker lower on the belly. The underside of the tail has wide, white bands that accent the dark tail (Dykstra et al. 2008). The head, back, and dorsal side of the wings are darker and browner than the front side and become progressively darker toward the tail. The reddish or tan shoulder patches, for which the hawk is named, are only visible at close range. Full adult plumage and the reddish shoulder patches do not begin to develop until the second year (Bent 1937). Sexual maturity occurs at around two years, but year-old birds do sometimes breed (Dykstra et al. 2008). Nestlings are covered with long, thick down that is much lighter-colored than adults.

Two vocalizations are common among Red-shouldered Hawks; one is a ‘kee-aah’ during breeding season (which can be heard here: <http://www.allaboutbirds.org/guide/Red-shouldered_Hawk/sounds/ac>). The second is a single or repeated ‘kip’ given by a male when delivering prey to the nest (Jacobs and Jacobs 2002).

Definitive Identification: When Red-shouldered Hawks are soaring (especially on sunny days), a translucent crescent-shaped patch is visible at the “wrist” area of the wings (Dykstra et al. 2008). This wing patch, the territorial call (i.e., kee-aah), and more than two visible white tail bars are the best diagnostic characteristics.

Similar Species: Two other species – Broad-winged Hawks (*Buteo platypterus*) and, to a lesser extent, Red-tailed Hawks (*Buteo jamaicensis*) – closely resemble Red-shouldered Hawks. The Broad-winged Hawk has a reddish barring pattern across the chest and belly that is very similar to the Red-shouldered Hawk, and usually only one or two white tail bands are visible. The territorial call of the Broad-winged Hawk, a soft whistle, is very distinct from that of Red-shouldered Hawks. Red-tailed Hawks are a much larger and broader member of the Buteo group with a solid red tail, pale chest, and a dark band across the belly. The territorial call of the Red-tailed Hawk is also different from that of the Red-shouldered Hawk. Red-shouldered Hawks can also be confused with juvenile Northern Goshawks (*Accipiter gentilis*; National Geographic Society 1999), but Red-shouldered Hawks have more rounded wings, pale crescents in the wing, and a shorter tail with distinctive tail bands (Sauer et al. 2008).

Associated Species: Barred Owls (*Strix varia*), Pileated Woodpeckers (*Dryocopus pileatus*), and Northern Goshawks (*Accipiter gentilis*) are just a few of the many bird species that are also associated with preferred Red-shouldered Hawk habitat (i.e., mature, contiguous forests). These species tolerate each other and have used the same nest trees and nesting areas in different years (J. Woodford pers. obs.).

State Distribution and Abundance: Red-shouldered Hawks are a widely distributed but uncommon hawk in Wisconsin (Jacobs 2006). Recent breeding records exist for 60 of 72 counties in Wisconsin, and most records are near the major river systems and tributaries, including the Peshtigo, Wolf, Wisconsin, Chippewa, Mississippi, and St. Croix (Jacobs 2006). More recently, Red-shouldered Hawks have been reported nesting in woodlots developed into residential and suburban areas (Dykstra et al. 2008; J. Woodford, unpublished data). The Red-shouldered Hawk is a short-distance migrant that occasionally overwinters in Wisconsin, but it generally spends winters in southern Illinois or further south. Peak fall migration for Red-shouldered Hawks in Wisconsin occurs

from late October to mid-November (Mueller et al. 1997), and hawks return between early March and mid-April (Jacobs 2006). The individuals that overwinter in Wisconsin occupy a much broader array of habitats in winter than during summer, including woodland edges, highway right-of ways, parks, and residential areas (Jacobs and Jacobs 2002). Distribution information for this species may not reflect its full extent in Wisconsin because many areas of the state have not been thoroughly surveyed.

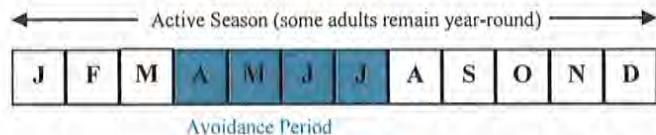
Global Distribution and Abundance: The Red-shouldered Hawk is classified into numerous subspecies across North America. The eastern subspecies (*B. lineatus lineatus, alleni, texanus* and *extimus*) presently occur in the U.S. from central Minnesota eastward to Maine and from southern Canada south to Florida, the Gulf Coast, Texas, and eastern Mexico (Dykstra et al. 2008). The western subspecies (*B. lineatus elegans*) occurs in the U.S. from southwestern Oregon south to northern Baja California, and Mexico (Jacobs and Jacobs 2002, Dykstra et al. 2008).

Diet: The Red-shouldered Hawk's diet is broad and includes mammals, reptiles, fish, amphibians, birds and invertebrates. In Wisconsin, prey brought to the nest includes chipmunks, mice, voles, moles, snakes, frogs, fish, earthworms, and crayfish (Welch 1987, Jacobs and Jacobs 2002, J. Woodford, unpublished data). Red-shouldered Hawks normally hunt from a perch that overhangs shallow water or wetland (Jacobs and Jacobs 2002).

Reproductive Cycle: Red-shouldered Hawks return from migration between late February and mid-April and immediately begin copulating. Copulation continues several times a day until females lay and begin incubating eggs (Jacobs and Jacobs 2002). Eggs are laid from early April to May, and incubation lasts 28-32 days. The female incubates most of the time and the male supplies food to the female and later to the hatchlings (Jacobs and Jacobs 2002). Chicks remain in the nest for 40-45 days while they develop flight feathers and muscles. Adult Red-shouldered Hawks are very secretive around their nests during incubation and nestling periods because nests with young are vulnerable to predation by larger avian and mammal predators including raccoons (*Procyon lotor*), fishers (*Martes pennanti*), and Great-horned Owls (*Bubo virginianus*; Jacobs and Jacobs 2002). Young fledge at about 45 days (mid-June through July) and immediately hunt their own food but will rely on food from adults for another 30-50 days (Jacobs 2006). Breeding begins at two years; however, some one-year-old females have occupied nests (Dykstra et al. 2008).



Global range map for Red-shouldered Hawk.
(NatureServe 2013)



Ecology:

Nests

Nests are constructed from sticks and twigs and are usually lined with conifer sprigs during the courtship and incubation periods. After eggs hatch, live sprigs from both coniferous and deciduous trees (i.e., "greens") are used to line the nest. Nests are approximately 65cm (25.5 in) wide by 35cm (14 in) high and are generally built in a lower fork of a large, mature deciduous tree (Jacobs 2006). Studies have reported Red-shouldered Hawks nesting in over 43 different tree species; the most common nest trees reported in Wisconsin were, in declining order of frequency, oaks (*Quercus spp.*), birch (*Betula spp.*), aspens (*Populus spp.*), maples (*Acer spp.*), American beech (*Fagus grandifolia*), and pines (*Pinus spp.*; Jacobs and Jacobs 2002, Woodford et al. 2008, King 2008).

Eggs

Eggs are white to buff-colored with faint reddish-brown specks, and a typical clutch size is two to four eggs (Palmer 1988, Jacobs and Jacobs 2002).

Natural Community Associations (WDNR 2005, WDNR 2009):

Significant: [ephemeral pond](#), [floodplain forest](#)

Moderate: northern dry-mesic forest, northern mesic forest, southern dry-mesic forest, southern mesic forest, white pine-red maple swamp

Minimal: none



Figure 1. a) Lower stem of a Red-shouldered Hawk nest tree with surrounding forest. Rich Staffen, Wisconsin DNR; b) Red-shouldered Hawk nest located near the top of a tree. © Gene Jacobs; and c) a nest tree located near an ephemeral pond in Sheboygan County. Rich Staffen, Wisconsin DNR

Habitat: Red-shouldered Hawks depend on wetlands and other shallow water habitats for prey, and on large trees for nesting. Preferred breeding habitat is characterized by large tracts of contiguous, mature forests with interspersed open wetlands (McLeod et al. 2000, Naylor et al. 2004, Woodford et al. 2008). Suitable habitats range from mature bottomland hardwoods, riparian areas, deciduous swamps, to mixed deciduous-coniferous upland forests (Dykstra et al. 2008). Recent studies have reported Red-shouldered Hawks nesting in areas where residential development is interspersed with native woodlands (Dykstra et al. 2008). It is unclear if this phenomenon is an indication that the species is adapting to these habitats or if they are merely hanging on temporarily in increasingly developed landscapes. Generally, forest condition and structure (Morris and Lemon 1983, Dykstra et al. 2000, McLeod et al. 2000) and proximity to habitat with abundant prey appear more important to this species than specific forest type (Woodford et al. 2008, King 2008).

Threats: The Red-shouldered Hawk was reportedly one of Wisconsin's most common hawks before the 20th century (Kumlien and Hollister 1903), but a dramatic, range-wide population decline in the first half of the 20th century through the 1960s and 1970s prompted the species' listing as a rare or endangered species in many Midwestern states. Region-wide population declines appear to coincide with the widespread loss of nesting and foraging habitat. Unsustainable timber harvesting and wetland draining eliminated substantial amounts of suitable nesting habitat during the first half of the 20th century and aided in the widespread decline of this species (Jacobs and Jacobs 2002). Availability of suitable nesting habitat now appears to be the biggest limiting factor for this species in Wisconsin (Jacobs 2006).

Climate Change Impacts: Red-shouldered Hawks in Wisconsin are at or near the northern edge of their continental breeding distribution. Warmer temperatures would therefore likely improve conditions for this species. Model simulations based on climate projections (<http://www.nrs.fs.fed.us/atlas/bird/RFbirdmod_3390.html>) suggest a northward shift in Red-shouldered Hawk distribution, and increased abundance in Wisconsin. Adult birds may more often take up year-round residency, rather than migrating south during winter.

Survey Guidelines: Persons handling Red-shouldered Hawks must possess a valid [Endangered and Threatened Species Permit](#). If surveys are being conducted for regulatory purposes, survey protocols and surveyor qualifications must first be approved by the Endangered Resources Review Program (see *Contact Information*).

Territory Surveys: Broadcast surveys of conspecific calls are effective for territorial Red-shouldered Hawks during spring (McLeod and Andersen 1998, Woodford et al. 2008, King 2008). Adults respond to broadcasted calls up to one mile from their occupied nest tree (J. Woodford, unpublished data), and therefore systematic surveys along roads and forest trails are efficient methods to determine presence, breeding activity, and nest tree locations.

Conduct broadcast surveys in Wisconsin between 6am and 10am from March 15 to May 1 in southern Wisconsin, and from April 1 to May 15 north of Highway 64. Run surveys under weather conditions used for other breeding bird surveys: wind speeds < 10 mph and no constant precipitation. Play recorded calls on any commercially available broadcasting product or game caller, as long as the volume exceeds 90 decibels, measured at 1 meter from the source. A detailed protocol is described by Woodford et al. (2008) and King (2008).

Summarize results, including survey dates, times, weather conditions, number of detections, detection locations, and behavioral data and submit via the WDNR online report: <<http://dnr.wi.gov>>, keyword "rare animal field report form">.

Inventory, Monitoring and Research Needs:

Red-shouldered Hawks are a secretive, forest interior species that have not been surveyed very well with general bird survey techniques. Therefore, future inventory projects in Wisconsin should focus on identifying suitable habitat and conducting focused surveys using previously described broadcast survey methods (Woodford et al. 2008, King 2008) or other appropriate survey

techniques. These types of inventories are occurring during the planning stages for all forest harvesting activities within the Chequamegon-Nicolet National Forest (USFS 2004), for some state-managed forests during or after property plans have been developed (e.g., Lower Chippewa River State Master Plan), and on some county forests (e.g., Marinette and Wood County Forests). At the very least, forest stands in or near known Red-shouldered Hawk nesting areas should be inventoried for nesting pairs before timber harvesting activities begin.

Other general research needs include investigating (1) direct and indirect impacts of forest habitat fragmentation, (2) determining minimum forest patch size for successful nesting, (3) assessing the effects of human disturbance on productivity, and (4) quantifying differences in habitat, diet, and reproductive success between birds living in suburban habitats and those in more remote heavily forested (Jacobs and Jacobs 2002, Dykstra et al. 2008). Based upon recent research in this region, a statewide volunteer-based survey has potential to provide meaningful results that would aid in assessing their status in Wisconsin (King 2008).

Management Guidelines

The following guidelines typically describe actions that will help maintain or enhance habitat for the species. These actions are not mandatory unless required by a permit, authorization or approval.

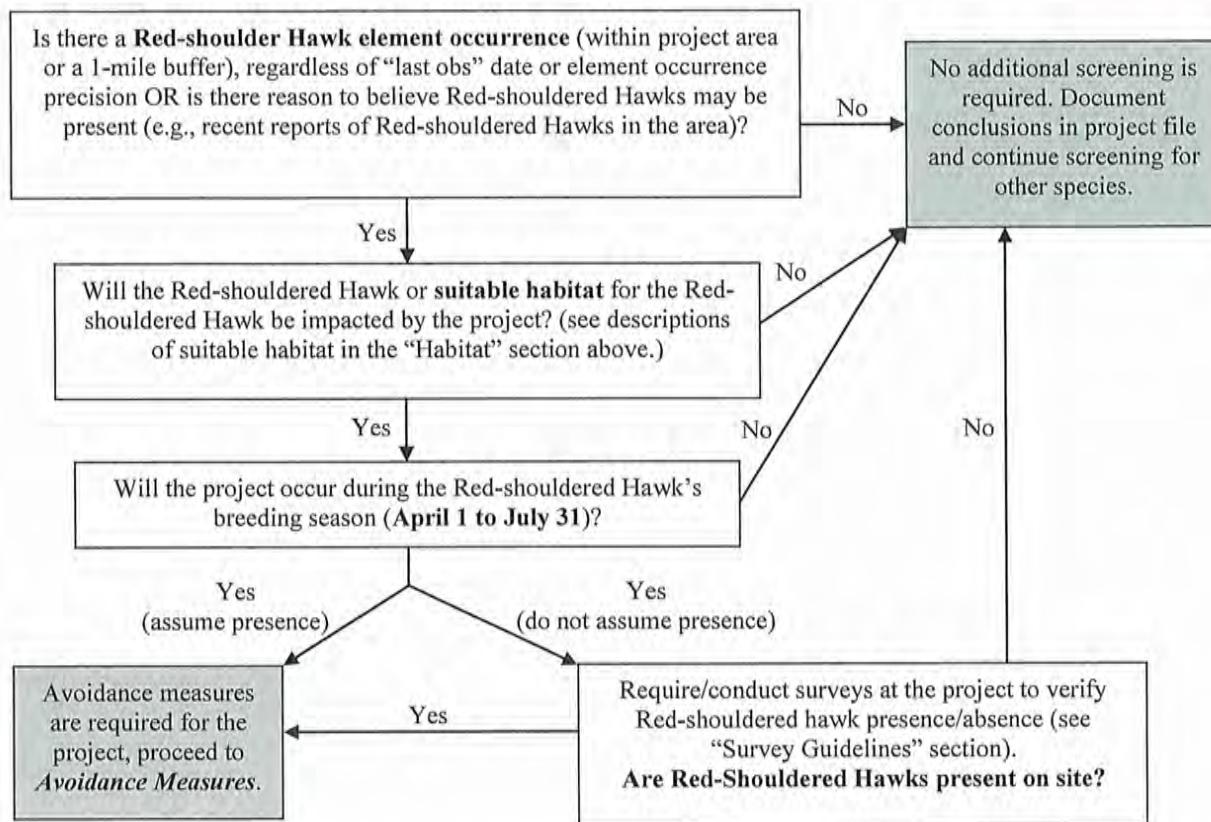
Availability of suitable nesting habitat appears to limit breeding Red-shouldered Hawks in Wisconsin (Jacobs 2006). This constraint can be alleviated through proper nesting-habitat management. Practices that retain a minimum of 70% of pre-cut basal area and make efforts to maintain 70% canopy closure, retain a minimum of 15 live trees $>38.1\text{cm}$ (15 in) in diameter per acre, and use small-gap and individual-tree-selection harvesting within suitable nesting habitat conserve breeding territories. In addition, forestry practices that increase tree species diversity and maintain or increase levels of downed woody debris benefit Red-shouldered Hawks (King 2008, King et al. 2011).

Red-shouldered Hawks are directly and indirectly affected by anthropogenic disturbances (e.g., timber harvesting, utility and transportation corridor construction, etc.) and prefer large blocks of unfragmented mature-forest habitat (Jacobs 2006, Woodford et al. 2008). Activities that disturb nesting adults or nestlings should not occur within 91.5m (300 ft) of a known nest tree from March 1 to July 31. Retaining and expanding additional large blocks of bottomland hardwoods with suitable nest trees $>38.1\text{cm}$ (15 in) in diameter near wetlands, rivers, and streams, supports continued recovery of this species in Wisconsin.

Screening Procedures

The following procedures must be followed by DNR staff reviewing proposed projects for potential impacts to the species.

Follow this guidance to review projects for potential impacts to the Red-shouldered Hawk. For more information refer to the "Conducting Endangered Resources Reviews: A Step-by-Step Guide for Wisconsin DNR Staff" document (WDNR 2012).



Avoidance Measures

The following measures are specific actions required by DNR to avoid take (mortality) of state threatened or endangered species per Wisconsin's Endangered Species law (s. 29.604, Wis. Stats.). These guidelines are typically not mandatory for non-listed species (e.g., special concern species) unless required by a permit, authorization or approval.

According to Wisconsin's Endangered Species Law (s. 29.604, Wis. Stats.), it is illegal to take, transport, possess, process, or sell any wild animal on the Wisconsin Endangered and Threatened Species List (ch. NR 27, Wis. Admin. Code). Take of an animal is defined as shooting, shooting at, pursuing, hunting, catching or killing. Red-shouldered Hawks are further protected by the Federal Migratory Bird Treaty Act of 1918, which established a prohibition, unless permitted by regulations, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention... for the protection of migratory birds... or any part, nest, or egg of any such bird." (16 U.S.C. 703). Contact the US Fish and Wildlife Service directly for any permits related to the Federal Migratory Bird Treaty Act (see *Contact Information*).

If *Screening Procedures* above indicate that avoidance measures are required for a project, follow the measures below. If you have not yet read through *Screening Procedures*, please review them first to determine if *Avoidance Measures* are necessary for the project.

The following measures to protect existing nesting areas were developed for statewide use in forest stands with potential Red-shouldered Hawk habitat. These guidelines can be adjusted somewhat – in consultation with a species expert (see *Contact Information*) – to suit local conditions.

Avoidance Measures to protect Red-shouldered Hawks in known nesting areas:

Avoidance can generally be attained by scheduling activities so that they do not occur during the normal Red-shouldered Hawk breeding season (April 1 to July 31), and this is the avoidance measure for project areas where RSHA is confirmed by survey but where the nest tree location cannot be determined.

Where an occupied nest tree is confirmed, the occupied nest tree area (NTA) should be assumed to be a circular area approximately 37 acres in size (radius = 720ft), and these avoidance measures should be followed:

1. Seasonal Restrictions - no marking, harvesting, or trail building – all of which can cause the adults to leave the nest during the most sensitive periods and result in take of the young – within the NTA during the breeding season (April 1 to July 31).
2. Selective harvesting only allowed within the NTA if the following conditions are met:
 - retain 70% or more of pre-cut basal area following harvest, and
 - retain 15 or more live trees per acre >15 inches DBH; retain the largest diameter live trees available within the NTA, as well as the greatest possible level of tree species diversity; large (>20 inches DBH) yellow birch trees, if present, are highly desirable as reserve or leave trees during forest management activities.
- 3). Prohibit construction of permanent transportation and utility corridors within occupied NTAs (note: logging trails may be constructed within NTA, if trail width is <30 ft and seasonal restrictions [#1] are followed).

Strict adherence to these avoidance measures for Red-shouldered Hawk nesting areas should, in most cases, avoid take of breeding adults, nestlings, and eggs. For projects that cannot avoid Red-shouldered Hawk impacts, please contact a species expert or the Natural Heritage Conservation Incidental Take Coordinator (see *Contact Information*) to discuss other site-specific avoidance measures. If take is unavoidable, an [Incidental Take Permit or Authorization](#) is required from DNR, and the US Fish and Wildlife Service may require further permits (see *Contact Information*).

Additional Information

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Linked Websites:

- All About Birds, Cornell Lab of Ornithology: <http://www.allaboutbirds.org/guide/Red-Shouldered_Hawk>
- Chequamegon National Forest Bird Survey (NRRI) species account: <<http://www.nrri.umn.edu/mnbirds/accounts/RSHaa2.htm>>
- E-bird (Wisconsin): <<http://ebird.org/content/wi>>
- Forest Birds of the Western Great Lakes: <<http://www.nrri.umn.edu/mnbirds/>>
- Forest Raptor Online Field Guide: <<http://wiatri.net/inventory/Raptors/>>
- Natural Communities of Wisconsin: <<http://dnr.wi.gov>, key word "natural communities">
- North American Breeding Bird Survey: <<http://www.mbr-pwrc.usgs.gov/bbs/bbs.html>>
- Rare Animal Field Report Form: <<http://dnr.wi.gov>, key word "rare animal field report form">
- Wisconsin Breeding Bird Atlas: <<http://www.uwgb.edu/birds/wbba/>>
- Wisconsin All-Bird Conservation Plan, Wisconsin Bird Conservation Initiative: <<http://www.wisconsinbirds.org/plan/species/rsha.htm>>

- Wisconsin Initiative on Climate Change Impacts: <<http://www.wicci.wisc.edu/>>
- Wisconsin Endangered and Threatened Species: <<http://dnr.wi.gov>, key word “endangered resources”>
- Wisconsin Endangered and Threatened Species Permit: <<http://dnr.wi.gov>, key word “endangered species permit”>
- Wisconsin Natural Heritage Inventory Working List Key: <<http://dnr.wi.gov>, key word “Natural Heritage Working List”>
- Wisconsin’s Wildlife Action Plan: <<http://dnr.wi.gov>, key word “Wildlife Action Plan”>

Funding

- Natural Resources Foundation of Wisconsin: <<http://www.wisconservation.org/>>
- USFWS State Wildlife Grants Program: <<http://wsfrprograms.fws.gov/subpages/grantprograms/swg/swg.htm>>
- Wisconsin Natural Heritage Conservation Fund
- Wisconsin DNR Division of Forestry

Contact Information (Wisconsin DNR Species Expert for Red-shouldered Hawk)

- Refer to the Red-shouldered Hawk contact on the [Rare Species and Natural Community Expert List](#)

Contact Information (Federal Migratory Bird Treaty Permits or Questions)

- [Larry Harrison](#), U.S. Fish and Wildlife Service, 5600 American Blvd. West, Suite 990, Bloomington, MN 55437-1458 (612-713-5489, Larry_Harrison@fws.gov)
- See also <<http://www.fws.gov/migratorybirds/mbpermits.html>>

Endangered Resources Review Program Contacts

- General information (DNRERReview@wisconsin.gov)
- [Rori Paloski](#), Incidental Take Coordinator, Wisconsin DNR, Bureau of Natural Heritage Conservation (608-264-6040, rori.paloski@wi.gov)

Suggested Citation

- Wisconsin Department of Natural Resources. 2012. Wisconsin Red-shouldered Hawk Species Guidance. Bureau of Natural Heritage Conservation, Wisconsin Department of Natural Resources, Madison, Wisconsin. PUB-ER-681.

Developed by

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 Bureau of Natural Heritage Conservation
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Appendix VI
Refuge Public Use
And
Hunting Regulations

Electric Motor Areas

Special Designation Areas
These areas are closed year-round to all motorized vehicles and watercraft except watercraft powered by electric motors or non-motorized means. The possession of other watercraft motors is not prohibited, only their use. For example, anglers could switch from using an outboard motor to an electric trolling motor when entering these areas. These areas are: Island 42-Pool 5, Snyder Lake-Pool 5A, Mertes Slough-Pool 6, Browns Marsh-Pool 7, and Hoosier Lake-Pool 10.

Slow, No-Wake Areas

From March 16 through October 31 in these areas, watercraft must travel at slow, no-wake speed. No airboats or hovercraft are allowed during same time period. Respective state definitions for what constitutes "slow, no-wake" speed or operation apply. These areas are: Nelson-Trevino-Pool 4, Denzers Slough-Pool 5A, Black River Bottoms-Pool 7, Blue/Target Lake-Pool 8, Root River-Pool 8, Reno Bottoms-Pool 9, Nine Mile Island-Pool 12, and Princeton-Pool 14.

Slow, No-Wake Zones

Watercraft are required to travel at slow, no-wake speed at all times. Respective state definitions for what constitutes "slow, no-wake" speed or operation apply.

Special Regulation Areas

Areas throughout the refuge are designated as closed or restricted use areas, usually autumn to spring, to protect migrating waterfowl or for public safety. These areas are marked with orange-topped "special regulation" signs and list the restrictions and effective dates or seasons. Please read and adhere to the regulations identified by these signs.

This is a listing of the most commonly referenced regulations. Additional regulations are published in the Code of Federal Regulations Title 50, Subchapter C, The National Wildlife Refuge System, and available at refuge offices or the refuge website.



Leave No Trace

- Plan Ahead and Prepare
- Travel and Camp on Durable Surfaces
- Dispose of Waste Properly
- Leave What You Find
- Minimize Campfire Impacts
- Respect Wildlife
- Be Considerate of Other Visitors



Refuge Signs - Know their Meaning!

Boundary Signs

These signs mark the refuge boundary or let you know you are in the refuge.



Electric Motor Areas

These signs identify an area which is closed year-round to all motorized vehicles and watercraft except watercraft powered by electric motors or non-motorized means. The possession of other watercraft motors is not prohibited, only their use. For example, anglers could switch to an electric trolling motor when entering these areas.

Slow, No-Wake Areas
In areas marked by these signs, watercraft must travel at slow, no-wake speed and no airboats or hovercraft are allowed from March 16 through October 31. Respective state definitions for what constitutes "slow, no-wake" speed or operation apply.

Special Regulation

Special regulation signs designate various area restrictions during hunting seasons. See the refuge hunting brochure for complete descriptions of special regulation areas.



Upper Mississippi River National Wildlife & Fish Refuge
Headquarters
51 East Fourth Street, Room 101
Winona, MN 55987

fws.gov/refuge/Upper_Mississippi_River/
Email: UpperMississippiRiver@fws.gov
507/452 4232

U.S. Fish & Wildlife Service
1 800/344 WILD
www.fws.gov/

People with hearing impairments may contact the refuge through the Federal Relay Number at 1 800/877 8335.



U.S. Fish & Wildlife Service

Upper Mississippi River

National Wildlife & Fish Refuge

Public Use Regulations



Winona District (Pools 4-6)
507/454 7351

La Crosse District (Pools 7-8)
608 779 2399

McGregor District (Pools 9-11)
563/873 3423

Savanna District (Pools 12-14)
815/273 2732

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Public Use Regulations Welcome to the Upper Mississippi River National Wildlife and Fish Refuge. Established in 1924, the 240,000-acre refuge provides for the needs of fish, wildlife, and millions of annual visitors. To conserve this special place, and safeguard the experience for all, we ask you to observe these regulations.	Dogs and other domestic animals disturbing, or molesting other visitors engaged in authorized activities on the refuge, is prohibited.	Group Events No dogs are allowed to disturb or endanger wildlife or people while on the refuge. All dogs while on the refuge must be under the control of their owners/handlers at all times or on a leash. No dogs are allowed to roam. All dogs must be on a leash when on hiking trails, or other areas so posted. Working a dog in refuge waters by tossing a retrieval dummy or other object for out-and-back exercise is allowed. Owners/handlers of dogs are also responsible for disposal of dog droppings on refuge public use concentration areas such as trails, sandbars, and boat landings. Field trials or commercial/professional dog training activities and other unconfined domestic animals are prohibited on the refuge. Horses and all other domestic animals are prohibited unless confined in a vehicle, boat, trailer, kennel or other container.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Camping the refuge is prohibited (vehicles and watercraft are exempt).	Camping Regulations Camping is defined as erecting a tent or shelter of natural or synthetic material, preparing a sleeping bag or other bedding material for use, parking of a motor vehicle or mooring or anchoring of a vessel, for the apparent purpose of overnight occupancy; or, occupying or leaving personal property, including boats or other craft, at a site anytime between the hours of 11 p.m. and 3 a.m.	Campfires Fires are allowed only in conjunction with camping, day use activities, or on the ice while ice fishing using only dead wood on the ground, or materials brought onto the refuge such as charcoal or firewood (See Firewood Section). Any unused firewood brought onto the refuge must be removed upon departure due to threat of invasive insects. Building, attending, maintaining, or using any fire without sufficient clearance from flammable materials adequate to prevent its escape is not allowed. Building fires at any developed facility is prohibited. Developed facilities include, but are not limited to, structures, boat landings, access areas, parking lots, roads and trails. Burying live fires or hot coals is prohibited. Burning or attempting to burn any nonflammable materials or any materials that may produce toxic fumes or leave hazardous wastes is not allowed. These include, but are not limited to, metal cans, plastic containers, glass, fiberglass, treated wood products, wood containing nails or staples, wire, flotation materials, and other refuse.
Alcohol Persons under 21 may not possess or use alcohol in accordance with state laws. Entering or remaining on the refuge when under the influence of alcohol, to a degree that may endanger oneself or other persons or property or unreasonably annoy persons in the vicinity, is prohibited. Providing alcohol to minors is prohibited. Use or possession of alcoholic beverages while hunting is prohibited.	Firearms We prohibit the discharging of firearms (including dog training pistols and dummy launchers), air guns, or any other weapons on the refuge, except by licensed hunters or trappers engaged in authorized activities during established seasons, in accordance with federal, state, and local regulations. Target practice is prohibited.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.
Artifacts Searching for or removing objects of antiquity, such as arrowheads, is prohibited.	Fireworks Possession or use of fireworks or explosives is not allowed on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.
Boat Mooring Boats may not be moored, beached, or stored on the refuge without being used at least once every 24 hours. Mooring within 200 feet of refuge boat landings is prohibited. Boats moored in violation may be impounded at the owner's expense.	Fishing Fishing is allowed in accordance with state and federal regulations. Ice fishing shelters may be placed and used in accordance with state regulations.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.
Collecting Collecting for sale or barter is prohibited. Collecting edible fruits, nuts, mushrooms, or other plant parts for personal use is allowed with a limit of 2 gallons per person, per day. Wild rice harvest is prohibited. Cutting or removing plants or their parts for ornamental use is prohibited unless specifically authorized by permit. Collecting of plant and animal specimens, natural objects, rocks, stones or minerals is also prohibited. Shed deer antlers may be collected for personal use.	Fireworks Possession or use of fireworks or explosives is not allowed on the refuge.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.
Disturbing Behavior Unreasonably disturbing other visitors by the inconsiderate operation or use of any audio devices, power equipment, or lighting devices, or interfering with,	Glass Containers The use or possession of glass food and beverage containers on lands within	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.
Firewood Firewood pests such as emerald ash borer pose a threat to the river's forests! In cooperation with other agencies, firewood originating more than 50 miles from the refuge is not allowed unless certified as pest-free when purchased.	Sanitation During waterfowl hunting seasons, camping is prohibited within areas posted Area Closed or No Hunting Zone, or on any sites not clearly visible from the main commercial navigation channel.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.
Glass Containers The use or possession of glass food and beverage containers on lands within	Firewood Any property left unattended in violation may be impounded at the owner's expense. If tables, fireplaces, or other facilities are erected, they must be removed before departure.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.
Sanitation All refuge lands must be kept clean during the period of use or occupancy. All refuse, trash, and litter must be contained in bags or other suitable containers, and not left scattered on the ground or in the water at any time. Human solid waste and associated material must either be removed and properly disposed of off-refuge, or be buried on site to a depth of 6-8 inches and at least 50 feet from water's edge. The burying or burning of all other refuse, trash, or litter is prohibited. All personal property, refuse, trash, and litter must be removed immediately upon vacating a site.	Firewood Any property left unattended in violation may be impounded at the owner's expense. If tables, fireplaces, or other facilities are erected, they must be removed before departure.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.	Hunting Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. Hunting is prohibited from March 16 through August 31, except spring wild turkey seasons, and squirrel hunting on the Illinois portion of the refuge. See Hunting brochure.	Private Structures The construction or storage of private structures is not allowed on the refuge without a special use permit. See Hunting brochure for regulations on temporary hunting blinds.	Vegetation Cutting, removing, or damaging any tree or other vegetation is prohibited without a permit. Nails, screws, or other hardware may not be attached to trees. Cutting willow, up to a diameter of 2 inches, for trap stakes, commercial fishing gear, and hunting blinds on the refuge is allowed. Dead wood on the ground may be cut and used for campfires on the refuge.	Vehicles All vehicle use on or across refuge lands is prohibited, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in a manner to create a safety hazard, or endanger any person, property, or environmental feature is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.	Camping A refuge permit is required to hold public meetings, assemblies, demonstrations, parties, organized group events, and other public gatherings.

Littering

a manner creating a safety hazard, or endangering any person, property or environmental feature, is prohibited. Any vehicles left parked in violation may be impounded at the owner's expense.

All refuge lands must be kept clean during the period of use or occupancy. You must keep all refuse, trash, and litter contained in bags or other suitable containers, and not left scattered on the ground or in the water at any time. You must remove all personal property, refuse, trash, and litter immediately upon vacating a site. Animal carcasses and spent shells are considered litter.

Additional Regulations

This is a listing of the most commonly referenced regulations. Additional regulations are published in the Code of Federal Regulations Title 50, Subchapter C, The National Wildlife Refuge System, and available at refuge offices or the refuge website.

Special Regulation Areas

Areas throughout the refuge are designated as closed or restricted use areas, usually autumn to spring, to protect migrating waterfowl or for public safety. These areas are marked with orange topped "special regulation" signs (see next page) and list the restrictions and effective dates or seasons. Please read and heed these signs. Maps of these areas are available at refuge offices or the refuge website.

Refuge Signs

Look for these signs on the refuge. Buoys are also used for some areas.



These signs mark the refuge boundary or let you know you are in the refuge.



In addition to being closed to all migratory bird hunting, these areas are closed to all public entry as specified.



The area marked by these signs is closed to all migratory bird hunting. Other hunting and trapping is allowed beginning the day after the close of the state duck hunting season, until season closure or March 15, whichever occurs first, except spring turkey hunting is allowed during state seasons. Please avoid entering the area from October 15 to end of regular state duck hunting season to allow waterfowl to rest and feed. On Lake Onalaska, this avoidance provision is marked by buoys and ends in mid-November.

The Bertom-McCartney Closed Area in Pool 11 has no avoidance provision. The "no motor use" designation means the use of motors on watercraft is prohibited from October 15 through the end of the regular state duck hunting season, although possession of motors is allowed.



Electric Motor Areas
These signs identify an area which is closed year-round to all motorized vehicles and watercraft except watercraft powered by electric motors or non-motorized means. The possession of other watercraft motors is not prohibited, only their use.



Slow, No-Wake Areas
In areas marked by these signs, watercraft must travel at slow, no-wake speed and no airboats or hovercraft are allowed from March 16 through October 31. Respective state definitions for what constitutes "slow, no-wake" speed or operation apply.

Upper Mississippi River National Wildlife & Fish Refuge
Headquarters
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Winona, MN 55987

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People with hearing impairments may contact the refuge through the Federal Relay Number at 1 800/877 8339.



U.S. Fish & Wildlife Service

Upper Mississippi River

National Wildlife & Fish Refuge

Hunting Regulations



Winona District (Pools 4-6)
507/454 7351

La Crosse District (Pools 7-8)
608 779 2393

McGregor District (Pools 9-11)
563/873 3423

Savanna District (Pools 12-14)
815/273 2732

Printed 2014

Hunting and trapping have a deep history and tradition on the refuge. Most hunting opportunities are in wetlands, on islands, and in floodplain forest accessible mainly by boat.

Portions of the refuge are open to hunting and trapping in accordance with federal, state, and local regulations with the most restrictive regulation applying on the refuge. All regulations should be checked before hunting. Local ordinances may restrict hunting near populated areas. Contact one of the refuge offices for information regarding special regulations that apply in your area of interest. Please be aware that individuals involved in other recreation on the refuge may not be aware of on-going hunting seasons.

General Hunting Regulations
Hunting is not allowed on the refuge from March 16 through August 31, except for wild turkey during the spring season and fox squirrel on the Illinois portion of the refuge.

Bag Limit

Only one bag limit of migratory game birds may be taken by a hunter in one day's time, even if the hunter hunts in two different states.

Blinds

The construction of permanent hunting blinds is prohibited.

Natural material may be used for seasonal blinds, with restrictions: You may gather grasses and marsh vegetation from the refuge for blind-building materials; however Phragmites (giant cane) may not be cut or brought onto the refuge. Tree or other plant parts, including dead wood on the ground, greater than 2 inches in diameter may not be gathered or brought onto the refuge for blind-building. Constructing hunting blinds from rocks placed for shoreline protection (rip rap) is prohibited. You are allowed to leave only seasonal blinds, made entirely of natural vegetation, and biodegradable



Pool 11 Open-water Hunting

twine, on the refuge. All such blinds are considered public property and open to use by any person on a first-come basis.

Manmade material may be used for temporary blinds, with restrictions: No lumber, pipe, posts or timbers greater than 2 inches in diameter. At the end of each day's hunt, you must remove all manmade blind materials, including boat blinds. Any blinds containing manmade materials left on the refuge are subject to immediate removal and disposal.

Manmade materials include, but are not limited to, wooden pallets, metal fence posts, wire, nails, staples, netting or tarps.

Invasive plants should not be brought onto the refuge or used for blind-building.

In the Illinois portion of Pools 12-14, waterfowl hunting parties must maintain a 200-yard spacing distance.

You must immediately make a reasonable attempt to retrieve downed waterfowl unless the bird lies in plain sight of you, is clearly dead, and there is no risk of the bird drifting off due to wind or current. Retrieving dead or wounded game birds from a Waterfowl Hunting Closed Area or a No Hunting Zone is allowed provided the hunter does not attempt to chase birds from the area. In areas also marked No Motor Use, you may not use a motor to retrieve game. Hunters may not retrieve birds or other game from No Entry Sanctuaries.

Special open-water hunting regulations are in effect for a portion of Pool 11 (Grant County, Wisconsin) in accordance with general Wisconsin open-water hunting definitions. Refer to Pool Maps available at refuge offices or on refuge website.

Firearms

We prohibit the discharge of firearms (including dog training pistols and dummy launchers), air guns, or any other weapons on the refuge, except by licensed hunters or trappers engaged in authorized activities during established seasons, in accordance with federal, state, and local regulations. Target practice is prohibited.

Hunting equipment can only be set up the day of the hunt, and must be removed at the end of each day. Hunting equipment and decoys may be placed and left on the refuge only during the time 1 hour before the start of legal shooting hours until ½ hour after the close of legal shooting hours. The use of nails, wire, screws, or bolts to attach a stand to a tree, or hunting from a tree into which a metal object has been driven or screwed to support a hunter, is prohibited.

Hunt Methods

Shining a light to locate any animal is prohibited on the refuge except at the point of kill for species specified in respective state night or artificial light hunting regulations. Lights may also be used to find your way. The distribution of bait or feed and the hunting over bait or feed is prohibited. The use or possession of any drug on any arrow for how hunting is prohibited. All other hunt method regulations of the respective state are in effect on the refuge.

License/Permits

Hunters must possess a hunting license valid in the state in which they are hunting. They must be in compliance with all applicable state and federal regulations and requirements. Hunting areas can not be reserved, except at Potter's Marsh Managed Hunt Area, Pool 13, near Thomson, IL.

Non-toxic Shot

Hunters may only use or possess approved non-toxic shot shells while in the field, including shot shells used for hunting wild turkey.

Camping

Camping is prohibited during waterfowl hunting seasons within areas posted Waterfowl Hunting Closed Area, No Hunting Zone, No Entry Sanctuary, or on any sites not clearly visible from the main commercial navigation channel. Claimed campsites must be occupied each night. Camping is defined as erecting a tent or shelter of natural or synthetic material, preparing a sleeping bag or other bedding material for use, parking of a motor vehicle or mooring or anchoring of a vessel, for the apparent purpose of overnight occupancy, or occupying or leaving personal property, including boats or other craft, at a site anytime between the hours of 11 p.m. and 3 a.m. on any given day.

Campfires

Campfires are allowed only in conjunction with camping, day use activities on beaches, or on the ice while ice fishing using only dead wood on the ground, or materials brought onto the refuge such as charcoal or firewood. Any unused firewood brought onto the refuge must be removed upon departure due to threat of invasive insects. See Public Use Regulations brochure for further regulations.

Warming Fires

The building or use of warming fires while hunting is prohibited.

Vegetation

Cutting, removing or damaging any tree or other vegetation except as allowed for blinds or by written permit is prohibited. For example, clearing shooting lanes or limbing trees for trees stands is prohibited.

Vehicles

All vehicles are prohibited on or across refuge lands at anytime, except on designated routes of travel, or on the ice over navigable waters accessed from boat landings. Parking beyond vehicle control barriers, or on grass or other vegetation is prohibited. Vehicles are not allowed to obstruct or impede any road, trail, fire lane, boat ramp, access gate, or other facility. Parking in

Alcohol

Use or possession of alcoholic beverages while hunting is prohibited.

Dogs


Dogs may be used for hunting in accordance with State regulations. When dogs are not actively engaged in authorized hunting activities, the following conditions apply. No dogs are allowed to disturb or endanger wildlife or people while on the refuge. All dogs while on the refuge must be under the control of their owners/handlers at all times or on a leash. No dogs are allowed to roam. All dogs must be on a leash when on hiking trails, or other areas so posted. Working a dog in refuge waters by tossing a retrieval dummy or other object for out-and-back exercise is allowed. Owners/handlers of dogs are also responsible for disposal of dog droppings on refuge public use concentration areas such as trails, sandbars, and boat landings. Field trials or commercial/professional dog training are prohibited.

State Boundary

The main channel of the Mississippi River is not the state boundary line in all areas. For verification of the state boundary line, contact any one of the refuge District Offices, state Department of Natural Resource offices, or refer to Pool Maps available at refuge offices or on refuge website.

Furbearer Harvest

Portions of the refuge are open to trapping. State-licensed trappers must obtain a refuge Special Use Permit and refuge trap tags. Refuge trapping seasons may differ from state seasons. You may cut willow up to 2 inches in diameter for trap stakes. All trappers must submit a Fur Catch Report following the season. The Special Use Permit contains additional regulations.

Other Regulations

Use or possession of alcoholic beverages while hunting is prohibited.

Dogs

Dogs may be used for hunting in accordance with State regulations. When dogs are not actively engaged in authorized hunting activities, the following conditions apply. No dogs are allowed to disturb or endanger wildlife or people while on the refuge. All dogs while on the refuge must be under the control of their owners/handlers at all times or on a leash. No dogs are allowed to roam. All dogs must be on a leash when on hiking trails, or other areas so posted. Working a dog in refuge waters by tossing a retrieval dummy or other object for out-and-back exercise is allowed. Owners/handlers of dogs are also responsible for disposal of dog droppings on refuge public use concentration areas such as trails, sandbars, and boat landings. Field trials or commercial/professional dog training are prohibited.

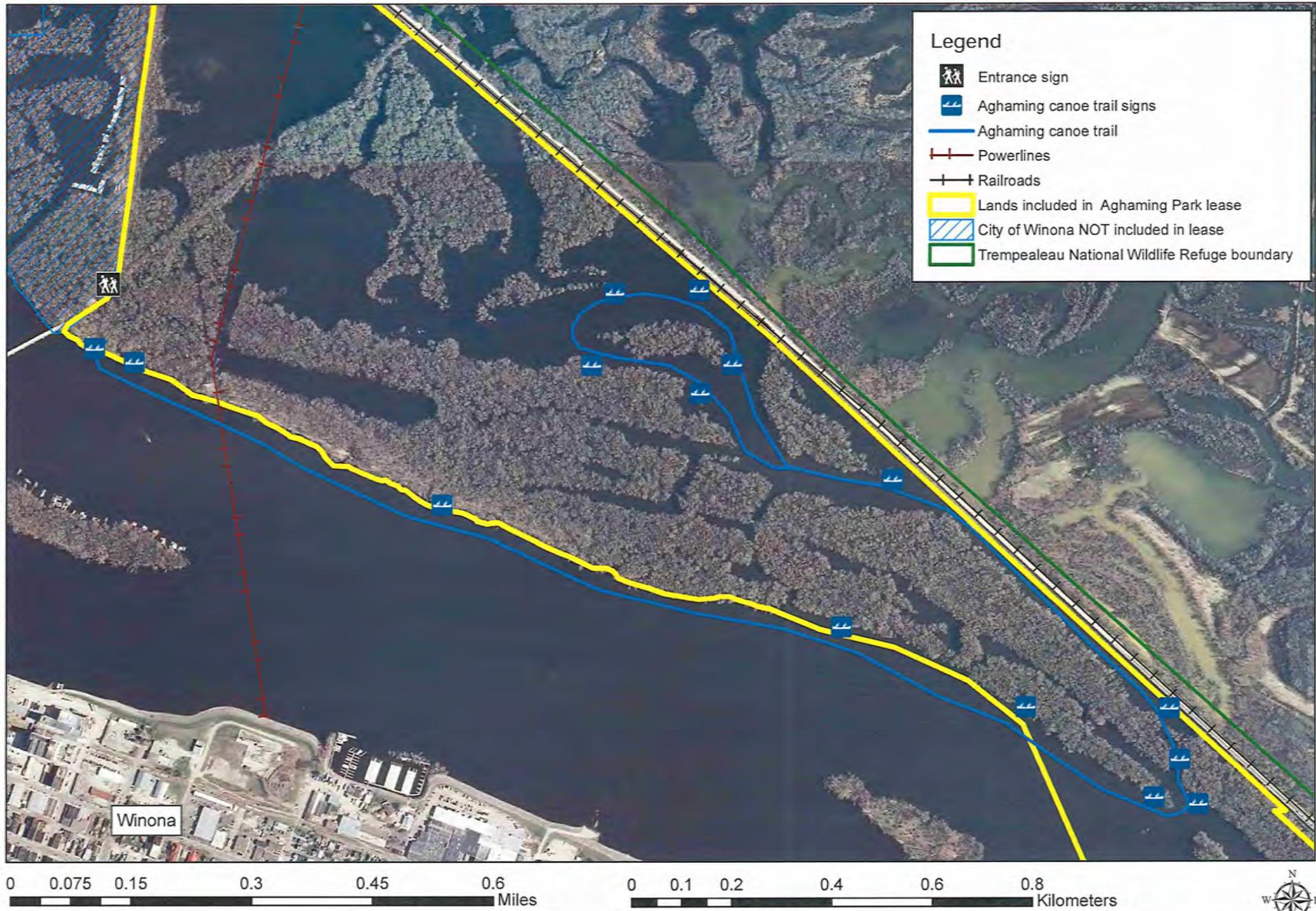
Appendix VII
Aghaming Canoe Trail
Map and Kiosk



U.S. Fish & Wildlife Service

Aghaming Park Canoe Trail

Upper Mississippi River National Wildlife & Fish Refuge Pool 6





Upper Mississippi River National Wildlife and Fish Refuge

Aghaming Unit

Water Trail



Regulations

Specific to the Aghaming Unit

- Alcohol and other beverages:
Kept and glass containers are prohibited.
- Camping and fires are prohibited.
- Pets must be leashed:
Except when engaged in permitted hunting activities.
- Motorized off-road vehicles are prohibited.
All other vehicles must remain on the roadway.

Information

Upper Mississippi River National Wildlife and Fish Refuge
11 East 10th Street
MnState, MN 55001
(651) 254-2381

www.fws.gov/refugees/uppermississippi

Explore...

Water Trail Safety Tips

- Wear your life jacket at all times!
- Check weather conditions before going out.
- If there is lightning, get off the water!
- All mammals within one-half mile are dangerous and your mammals.
- The current can be strong, unexpected and sometimes dangerous.
- Diving hunting season make shooting public. Avoid high visibility and you reduce the chance of your prey possible to exceed.
- There are no emergency services for water. You must be self-reliant in the river.



This project made possible by current and past

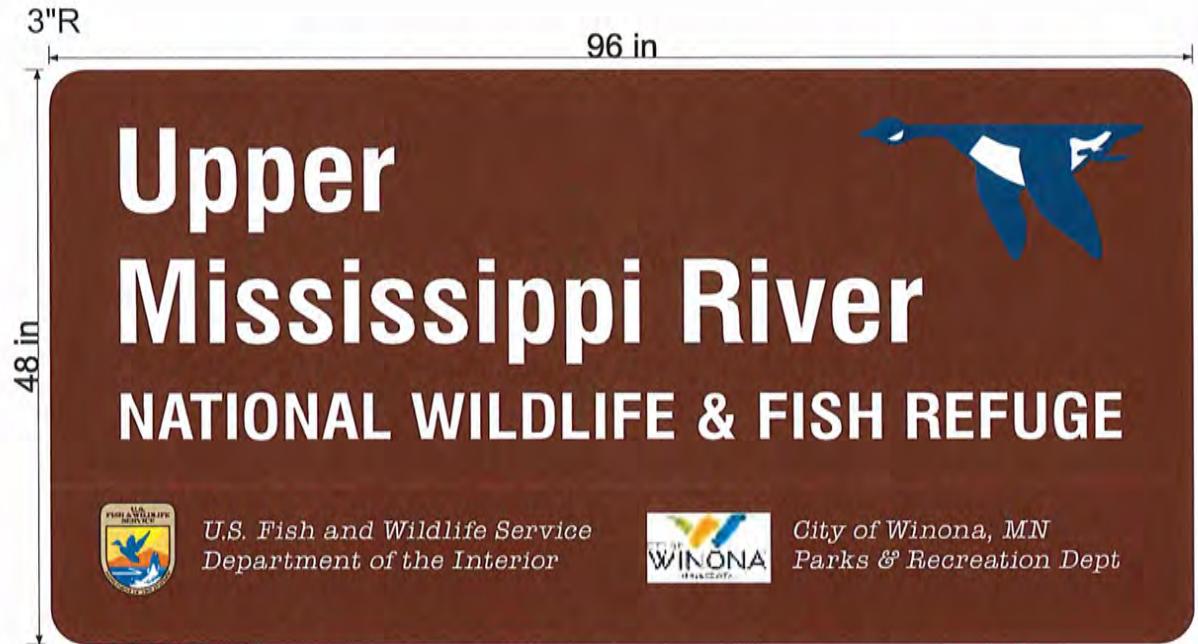
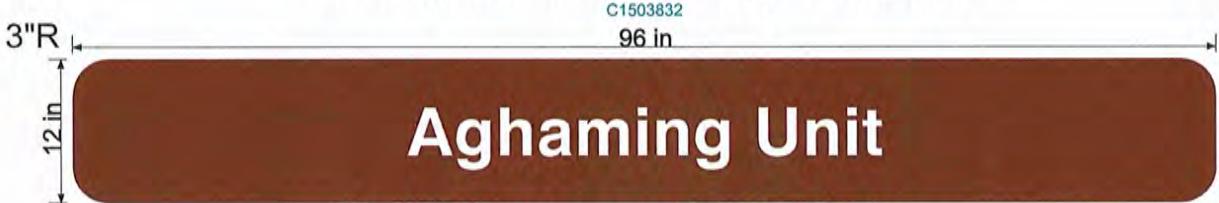
the City of Winona, Minnesota



Appendix VIII
Infrastructure Projects

current sign design

version B

96"x48" HDO wood, 3" Rad Edges painted Brown
Sheeting: HIP White front, Vinyl Brown back96"x12" HDO wood, 3" Rad Edges painted Brown
Sheeting: HIP White front, Vinyl Brown back

C1503833

Customer	USFWS - Winona
Customer #	c31135
Sales order #	SO 625924
Sales person	Joe P
File name	625924 .fs

By checking "Approves for Production" and signing below, customer agrees to purchase sign as it appears on this artwork proof. Once this approval is received by TAPCO production will begin and any changes and/or cancellations will not be possible.

Customer...

date & signature

 ... approves for production ... requests changes / additions (please describe below)

Appendix IX
Public Comment News Release

News Release

National Wildlife Refuge System



Upper Mississippi River National Wildlife and Fish Refuge

Winona District
102 Walnut Street, Suite 205
Winona, MN 55987

FOR IMMEDIATE RELEASE

Contact: Mary Stefanski (507) 494-6229

October 27, 2020

Aghaming Park Management Plan Available for Public Review

The City of Winona, Minnesota (City) and the U.S. Fish and Wildlife Service's Upper Mississippi River National Wildlife and Fish Refuge (Refuge) entered into a 25 year Lease Agreement to manage the lands and waters of Aghaming Park in March 2018. Under this agreement, the City maintains ownership of 1,139 acres of lands donated to them in 1928 by Winona entrepreneur John Latsch while the Refuge provides management of the lands and law enforcement support.

The Lease Agreement requires that within five years of signature, the City and Refuge work together to develop a management plan. In 2019, members of the mayor-appointed Aghaming Park Citizen Task Force, Community Services Director Chad Ubl, and Refuge Manager Mary Stefanski met to review goals and objectives for management of Aghaming Park. The final draft document was completed in December 2019 with the intent to release it for a 30-day public review in the spring of 2020. The pandemic delayed the planned release until now.

The document and appendices can be found on the City webpage at www.cityofwinona.com/213/Parks-Recreation and on the Refuge website at www.fws.gov/refuge/Upper_Mississippi_River/Winona_District.html. Hard copies of the document are available upon request.

Written comments regarding the plan should be addressed to Mary Stefanski, Upper Mississippi River National Wildlife and Fish Refuge, 102 Walnut Street, Suite 205, Winona, MN 55987. Comments must be received by Friday, November 27, 2020. To obtain a hard copy of the plan or for questions regarding the plan, email mary_stefanski@fws.gov or call 507-494-6229.

-FWS-

FEDERAL MANAGEMENT TO CHANGE WINONA'S HISTORIC AGHAMING PARK



A kiosk at Aghaming was installed – and burned by an arsonist (at right) – in 2012. In 2013, a new kiosk (above) was constructed. Photos courtesy of U.S. Fish and Wildlife Service

By Eric Atherton
Contributing Writer

In 1928, philanthropist and former Winona mayor John A. Latsch gave his hometown a generous gift – more than 1,100 acres of wetlands and Mississippi River bottomland to be known as Aghaming Park.

For previous decades, the area had been a popular spot for hunters, anglers, and anyone who wanted to get out into nature, and Latsch wanted to protect the park for future generations to enjoy.

The problem? Aghaming Park is on the Wisconsin side of the Mississippi River.

Thus began one of the more unusual jurisdictional entanglements in Minnesota – perhaps in the entire nation. When a city in one state owns a park in



A squatter camp was removed from Aghaming Park with the aid of an AmeriCorps working with Living Lands and Waters.

another, lawbreakers can have a field day.

It took a while, but things came to a boil in 2009, according to Mary Stefanski, who is the Winona District manager for the Upper Mississippi River National Wildlife and Fish Refuge.

"The city of Winona came

to us in 2009 and asked for our help," she said. "They were having a lot of problems with vandalism in the park, dumping, off-roading, tearing up the landscape – a lot of illegal activity. Then Winona got two warning letters from the Wisconsin Department of Natural Resources saying that activity in the park was in violation of floodplain and wetland regulations."

The city of Winona could do little to address these violations, Stefanski said.

"It's not like Winona could send their police officers over to Wisconsin to take care of these issues," she said. "They needed to rely on the Buffalo County Sheriff's Department (Alma, Wis.) to take care of that for them."

Then came a solution: team up with the U.S. Fish and Wildlife Service.

In March 2018, the USFWS and Winona entered a 25-year lease agreement that places 1,139 acres of Aghaming Park under the management of the Upper Mississippi River refuge.

"We're federal, so we have jurisdiction on both sides of the river," Stefanski said. "We basically surround Aghaming with national wildlife refuge land."

While the lease was signed nearly three years ago, users of the park might have noticed little difference in how Aghaming is being managed – but change is coming.

"Aghaming will be open to all public uses that are allowed on the rest of the refuge," Stefanski

NOVEMBER 20, 2020

NOVEMBER 20, 2020

PARK—

(From Page 8)

could take a fat-tire bike over the ice."

Once that gate goes up, there will be no motor vehicle access to Aghaming Park, a decision Stefanski said is in direct response to illegal activities.

"There continues to be a lot of dumping in the park," she said. "It's large things like couches and beds – things that are taken down that two-track road and dumped."

As for the ruts and damage caused by off-road vehicles in the park, Stefanski said that exceptions can't be made for wintertime users. "I've been out there in January and the ground wasn't frozen. It was getting torn up really badly by vehicles," she said.

The new rules will be enforced by federal wildlife officers, as well as the Buffalo County Sheriff's Department and the Wisconsin DNR.

The management plan for the park, however, is still evolving. The latest draft of the plan, created by the mayor-appointed Aghaming Park Citizen Task Force, Community Services Director Chad Uhl, and Stefanski, was supposed to be released last spring but was delayed due to the pandemic.

Now, the complete plan is available for review and public comment on the Winona city website, as well as at https://www.fws.gov/refugee/Upper-Mississippi_River/Winona_District.html. Comments are accepted through Nov. 27.

"There were a couple of large plans that the city did in the past regarding Aghaming, and there were suggestions about how to handle environmental education, tours, how to put in infrastructure, trails, forest inventory, etc.," she said. "I would expect we could get comments about all of those things to make sure the park is protected yet still well-used. We'll have to review the actual comments that come in before we take this back to the Winona City Council for its approval in mid-December."

While some park users may disapprove of some of the changes resulting from federal management, Stefanski also pointed out an advantage of the new arrangement.

"There are costs in managing this park, and the Fish and Wildlife Service will bear them," she said. "We are putting up the boundary signs, and we are looking into repairing some of the ruts in the wetlands. We take care of providing the manpower to do surveys and things like that."

Plus, the USFWS can be a valuable partner when big projects arise that could make the park more enjoyable.

The Wisconsin DNR came to us and said they would like to do a fisheries project in Sam Gordy's Slough, which is part of the park," she said. "That gets expensive, so it's good to have more partners involved. We've presented that to the city of Winona and other potential partners. Because it's a large habitat project, it could be a \$100,000 project, so we're going to ask more partners to get involved. That's how it will work in the future."



The Americorps crew handled all kinds of materials when removing a squatter camp from Aghaming. A new partnership should help curb illegal activities at the river gem.

The city of Winona could do little to address these violations, Stefanski said.

"We allow hunting, fishing, some gathering, wildlife observation, and photography. We allow camping, which Winona does not, so that will be something that will be added."

But there will be new restrictions, too. Trappers in the park will have to purchase refuge trapping tags. Bicycles are prohibited on refuge lands, so Aghaming's extensive network of unimproved trails will not be open to biking.

And then there's the biggest change, which will likely affect ice anglers within a few weeks.

"We intend to put up a gate at the main access point, which is where the problems with off-road vehicles were occurring," Stefanski said. "There's a two-track road that goes back into the park, and people are accustomed to being able to drive that two-track back to the ice-fishing location, roughly half a mile. Now they'll have to walk or ski or snowshoe in, rather than driving. Or they

(See Park Page 19)

Official newspaper of Winona Area Public Schools

How Winona County contact trac

by CHRIS ROGERS

By now, thousands of Winona County residents have gotten the call. They or someone they interacted with has COVID-19. It triggers a spectrum of emotions.

"Some people are like, 'I don't know how I could be positive. I didn't go anywhere. I did everything right.' Some people are like, 'Oh yeah, I knew I would. I knew I was exposed,'" said Winona County Pub-

lic Health Disease Prevention Nurse Betty Zeller. "Some people are upset because they can't go to work. Some people are angry because we're invading their privacy. You have to have a good team to both empathize and talk people down."

Zeller's team of contact tracers plays a crucial role in our collective defense against the virus. She and a crew of seven nurses and county staff members have an unrelenting mission: Call every single

infected person, identify who they could have given the virus to, and ask those people to quarantine so that, hopefully, the virus' chain of infections ends there.

"The ultimate goal of case investigations and contact tracing is to help stop the spread," Zeller said. That means isolation and — letting people know they are or could become infected, so they can stay home and avoid passing the virus to others. Zeller added, "If we didn't talk to the

were back there with four-wheelers and ripping around, going around the gate," Dratzkowski said. "We tried to have a balance with vehicles, but just like a lot of things you get a few folks who kind of ruin it for everybody else," he added.

Stefanski said that, under refuge regulations, bikes are considered vehicles because they have gears. Dratzkowski said that consistency with refuge regulations was the driving factor for prohibiting off-road bicycling, but concerns about bikes causing erosion was an issue, too. "We originally advocated to allow bike access through the entire park," Ubl said. "But through the process and learning more from the FWS about what was occurring in the park, we did agree that limiting the bicycle access through certain sections of Aghamming Park was appropriate."

Most of the erosion and damage being done is from off-road vehicles, not bicycles, Ubl acknowledged in an interview. "I know in some cases it's not fair to lump those that don't follow the rules with those that do, but for us to control the issues that are damaging the park, we had to limit access to certain parts of the park," he said.

In 2018, the City Council signed a lease with the FWS for the FWS to manage Aghamming Park downriver of the access road — the lease does not include the Winona Boat Club's boathouses or the area upriver of the access road. As part of that deal, Mayor Mark Peterson appointed a citizen task force to work with the FWS to draw up a management plan for Aghamming. FWS Upper Mississippi River Wildlife Refuge District Manager Mary Stefanski and the task force presented the plan to the City Council last week.

The city's deal with the FWS also means that Aghamming Park will be subject to FWS rules — or at least some of them. The management plan would erect a locked gate at the entrance to the park's dirt roads and prohibit all vehicles and bicycles from accessing them. Previously, bikes were allowed off-trail, and vehicles were allowed off-road in the winter to access the popular ice fishing spots in the backwaters. Under the new management plan, only walking, skiing, and snowshoeing would be allowed. Vehicles would still be allowed on the ice if they can reach it, but they would be barred from using the parkland to access the frozen backwaters.

Upper Mississippi Wildlife Refuge regulations do not allow off-road vehicles or off-road bicycling because of the erosion it can cause, Stefanski said. The task force talked long and hard about whether to continue allowing wintertime vehicle access, but in recent years, the ground hasn't been reliably frozen throughout the winter, she stated. "I can only imagine over time that there is going to be less freezing of ground in the winter and more flooding in the spring time," Stefanski said.

"That's probably the biggest contentious issue," said Barry Dratzkowski, who has served on numerous Aghamming Park committees over the years, including the latest task force, and grew up enjoying the park. Past committees struggled over the years about how to manage vehicles before settling on allowing wintertime access, he said. "We thought that was a nice balance, and we hoped people would appreciate it. But what we ran into was, yeah, the ice fishermen appreciated it, but boy, people

A copy of the full management plan is available at cityofwinona.com. Citizens may submit comments on the plan by emailing recreation@ci.winona.mn.us. The City Council is expected to take a final vote on the plan in December.

Chris@winonapost.com

Aghamming

continued from page 1a

enforcement challenges.

"Now these portions [of the park] that the lease covers are going to get some critical oversight that they haven't in the past," Winona Park and Recreation Director and Assistant City Manager Chad Ubl said. "I think that's really important to the long-term use and sustainability of Aghamming Park."

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Aghamming Park: No vehicles or bikes off road?

by CHRIS ROGERS



Anglers may have a longer walk to reach the frozen backwaters of Winona's Aghamming Park this winter. A draft management plan for the city park — the river bottoms across the Wagon Bridge from Latsch Island — would prohibit off-road vehicles and bicycles in the park. The city is currently seeking public feedback on that management plan.

The plan is part of a deal between the city and U.S. Fish Wildlife Service (FWS) for the FWS to manage the park. It solves a long-standing problem for the city: policing. Famed Winonaan John Latsch donated Aghamming Park to the city, but the land isn't actually in city limits or even the same state. It's in Wisconsin. That oddity has made Aghamming a bit like the Wild West at times. Winona police lack jurisdiction in Wisconsin, and it is a 30-minute drive from Alma for Buffalo County Sheriff's deputies to respond to illegal dumping, illicit off-roading that rips up protected wetlands, and loud parties. In 2008 and 2009, the Wisconsin Department of Natural Resources (DNR) warned the city it was violating state law by allowing off-roaders to tear up the park's wetlands — a problem that has persisted. Because FWS' federal law enforcement officers can work across state lines, the city's deal with the agency promises to finally resolve the park's law

see **AGHAMMING** page 8a

Photo by Chris Rogers

An ice fisherman set up shop in the backwaters of Aghamming Park in 2013. The area pictured here isn't affected, but a new management plan for the park would prohibit off-road vehicles from accessing other popular ice fishing spots.

Appendix X
Public Comments and Responses

Comment:

Hello,

I am in support of restricting off road vehicles and bicycles from the park for the following reasons.

1. More often than not the road adjacent to the river is impassable for walking due to muddy and rutted conditions. If ruts freeze in place for the winter even snowshoeing and especially skiing are not possible.
2. The vehicles tear up a wider path than necessary and even areas off the path. The open soil encourages the establishment and spread of invasive plants.
3. It may not be the case, I am no expert on this, but I am concerned that a lack of groundcover on such a wide path sets the stage for losing the narrow strip of land between the road and the river.

It is a beautiful and delicate ecosystem. I appreciate your efforts to protect it.

Angela Baker

Response: Comments are noted.

Comment:

I wish to express my frustration with the new agreement between the City of Winona and FWS. Specifically the portion of the agreement that does not allow bikes access to Aghaming Park. In my opinion, this does not align with the City's Comprehensive plan to increase outdoor recreation in the City of Winona, and specifically, biking.

"Stefanski said that, under refuge regulations, bikes are considered vehicles because they have gears. Dratzkowski said that consistency with refuge regulations was the driving factor for prohibiting off-road bicycling, but concerns about bikes causing erosion was an issue, too." In that part of the article it is said that this is part of the agreement because of the erosion that bikes cause. Then later in the article, Chad Ubl is quoted as saying "Most of the erosion and damage being done is from off-road vehicles, not bicycles."

This seems ridiculous to me that a bike is considered a vehicle in this agreement. Because they have gears? What if someone rode a single speed in the park. Would that be acceptable since it doesn't have gears?

Can a compromise not be reached to allow biking in the park but not off-road vehicles? I understand that FWS is defining what a vehicle is, but can't an exclusion be written into the agreement to allow for bikes? I ride frequently with many different bikers in the area. I don't ever recall a time when one of them went out on a trail with the intentions of creating erosion or damage. They just want to enjoy riding and enjoy the beauty of the area. Please try to reach a compromise on this so that they can continue to do so in Aghaming Park.

--

Thank you -
Mandy Hansel

Follow up comment:

I understand that bikes are allowed on the roads all the way back to the Flyway Trail. The trail I am concerned about bikes not having access to is the dirt/snow trails that will be gated off and a bike rack located at so people can park their bikes and explore on foot. The Winona Post article indicated that walking, skiing and snowshoeing would be allowed in this area, but not bikes due to them being considered a "vehicle." In the past, "vehicles" have created erosion in that area. However, you are quoted as saying this erosion has not been done by bikes, but off-road vehicles. Bicyclists are therefore guilty of the erosion/damage as well because they are lumped into the same title, "vehicles." In your response to me, you even indicate it is on "rare occasion" that bikes cause this damage. I believe anyone that will be back in that area on bikes, especially fat bikes in the winter, are the type of bicyclists that would go out of their way to NOT cause damage to the trails and that area. Myself and my husband included in that group.

Is it possible for the agreement with the USFWS to have an addendum that would exclude bikes from the "vehicle" category and therefore allow bikes to enjoy the off-road trails at Aghaming Park? It would be sad to not allow all outdoor enthusiasts to explore ALL the trails in this great park.

Thanks!

Mandy Hansel

Response: Lands managed as part of the National Wildlife Refuge System are guided by the regulations and policy set forth in the Code of Federal Regulations Part 50 which states in §26.31 "Public recreation will be permitted on national wildlife refuges as an appropriate incidental or secondary use, only after it has been determined that such recreational use is practicable and not inconsistent with the primary objectives for which each particular area was established or with other authorized Federal operations." The use is evaluated further by completing a Compatibility Determination as defined in §26.41 "What is the process for determining if a use of a national wildlife refuge is a compatible use?" This process was completed and the Compatibility Determination titled "Vehicular Recreational Transport (all-terrain and utility-task vehicles, bicycles, and snowmobiles)" found that these uses are compatible if confined to travel over ice. This finding is codified in §26.34 (7) "we prohibit all vehicle use on or across refuge lands at any time except on designated routes of travel or on the ice over navigable waters accessed from boat landings."

Comment:

Thanks for discussing Aghaming the other night. Pam mentioned education, and I wanted to follow up on a safety concern on Aghaming Park Road. –Richie

Education.

River Bird Blog, A Field Season on the Upper Mississippi, Aghaming Park and Preserve, remains at <https://www.richieswanson.com/index.php/bird-studies/river-bird-blog>.

Aghaming is featured in Wading Right In, Discovering the Nature of Wetlands, Catherine Owen and Sharon M. Ashworth, the University of Chicago Press. The book also discusses other ecological issues on the Upper Miss. It's available at the Winona Public Library and reviewed by me at <https://newpagesblog.com/2020/04/18/valuable-tool-for-activists/>.

Parking on Aghaming Park Road creates hazard for bicyclists. Parking is currently allowed on the north side of Aghaming Park Road as it leads to the connector trail to the Flyway Trail. This forces bicyclists and two-way auto traffic into a single lane while vehicles approach simultaneously from behind and ahead. Deep shadow frequently impairs visibility. Bicyclists—children as well as adults—have no place to move aside. Safer conditions will prevail if parking on the road is restricted a couple handicap spaces in an existing pullout. Motorists can park instead on Latsch Island (east end, Wagon Bridge) and the lower lot that is off the road and on the eastern edge of the boathouses in the Winona Boat Club.

Response: Comments are noted regarding education. The City and Refuge will explore options for vehicle parking as the potential for foot and bicycle travel increases on the Flyway Trail.

Comment:

Mary Stefanski
Upper Mississippi River National Wildlife and Fish Refuge
102 Walnut Street, Suite 205
Winona, MN 55987

Ms. Stefanski:

The Aghaming property was gifted to the City of Winona by Mr. Latsch with the understanding that it be kept as a public use area with the management responsibilities by the City undertaken to continually provide a safe and sustainable wildlife experience for the young and old.

Various difficulties with location, access, law enforcement (city, counties, states & federal), destructive use and historic riverine issues with impounded flood plain forests on the UMR have led us to this partnership, that will begin to provide solutions to many of these issues. The good access (a locally funded bridge restoration) and the Winona location of the headquarters of the U.S. Fish and Wildlife Service office for the Upper Mississippi River National Wildlife and Fish Refuge makes this initial 25-year agreement a lifesaver for this precious resource. I expect our city leaders and the USF&WS to communicate often and reactively to the fulfillment of the partnership provided by the Management Plan and its obligations.

Having been part of the involved citizen/agencies committees for several years, I witnessed the significant amount of research, discussions and community involvement that created this plan. It is not perfect, but contains enough flexibility to overcome the effects of change on the user, the owner and the wildlife resource that was gifted over 90 years ago, when the ecosystems involved were less impacted by people and climate change.

It is with great joy that I support this Management Plan and the preservation of the rare experiences that Aghaming Park will offer to all that understand the rules and abide by them.

Mike Kennedy
316 W Wabasha St
Winona, MN 55987

Response: Comments are noted.

REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Parks and Recreation	03/15/21
Item: Aghaming Park – Sam Gordy's Slough Restoration Project Request		
No. 5.4		

SUMMARY OF REQUESTED ACTION:

The City of Winona was approached by Wisconsin DNR (WIDNR) regarding Sam Gordy's Slough. The WIDNR is considering a project to enhance and restore habitat by restoring flow connectivity and improved water quality within Aghaming Park - Sam Gordy's Slough. WIDNR is seeking financial support from the City of Winona and to date has secured partial funding from WIDNR, Buffalo County, USFWS, Minnesota Division of Izaak Walton League and Will Dilg Chapter.

A representative from the WIDNR will present the project in more detail at the Council Meeting. Attached for your review is an outline of the proposed project.

The City of Winona has not allocated funding for this project with the 2021 annual budget, however, staff would recommend allocating an up to amount of \$8,000.00 toward the project. Staff is recommending funds be taken from the annual Park Maintenance Budget along with funding from the Facilities Fund if the annual Park Maintenance Budget would fall short.

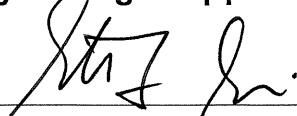
Further, the City would require that all necessary permits, licenses, easements and any other agreements, including but not limited to USFWS, be in place prior to the initiation of the project.

If Council concurs a motion to fund the Sam Gordy's Slough Restoration Project in an amount not to exceed \$8,000 from the Park Maintenance budget and Facility Fund, would be in order.

Department Approval:



City Manager Approval:



SAM GORDY'S SLOUGH RESTORATION PROJECT

POOL 6, UPPER MISSISSIPPI RIVER, WI

LOCATION

The Sam Gordy's Backwater Complex is in upper Pool 6 of the Upper Mississippi River extending from RM 624.0-625.5 along the left descending bank (Wisconsin Side) of the main channel. This complex is approximately 350 acres.

The entire project area is in Buffalo County, Wisconsin.



EXISTING RESOURCES

Pre-impoundment, the Sam Gordy's Slough Backwater Complex was a mixture of bottomland forest, permanent and seasonal lakes, forested wetlands, wet meadow, and sloughs that conveyed flow seasonally. Lock and Dam 6 began operation in 1936, which resulted in the inundation of several thousand acres of floodplain in lower Pool 6. The Sam Gordy's Slough Complex had a slight increase in aquatic area due to inundation.

The Sam Gordy's Backwater Complex (Figure 1) includes an assemblage of aquatic vegetation in backwater lakes, open water in channels/sloughs and deeper portions of backwater lakes, isolated wetlands and floodplain forest coverage. Forest is the primary land cover type in the area, accounting for almost 60% in 2010. Much of the forest is dominated by wet floodplain type comprised primarily of ash, maple and willow at lower elevations but oak and hickory are present at the higher elevation island adjacent to the main channel.

Hydraulic connectivity of the system is highly influenced by past human actions for flood control and transportation. The upstream boundary of the study area is an old roadbed and the east boundary is formed by a railroad. Internally, there is an abandoned roadbed with at least one bridge. Across the Mississippi River main channel is the City of Winona. A flood control levee protects much of the urban area. The combination of this infrastructure influences flow and sediment conveyance to the complex. Portions of Sam Gordy's Slough were dredged as borrow for railroad, road and other purposes. Some of these dredged areas are providing overwintering conditions for backwater fish communities.

PROBLEM IDENTIFICATION

Mississippi River backwaters within Pool 6 are currently a high priority resource for WI DNR due to a general lack of deep, backwater habitat within the pool (Figure 2). Recent flood and high discharge conditions have resulted in declining water quality conditions due to an influx of channel sand into the main inlet to the complex. The channel inlet at RM 624.5 is currently blocked by sediment during normal and low flow conditions. This channel flows under a bridge into the middle of the complex during

above normal river stages and can have a positive influence on WQ conditions in deeper water located along the tracks in the lower portion of the complex when flow is present. However, reduced flow delivery to the system results in periods when winter water quality conditions are outside temperature and dissolved oxygen ranges required for overwintering backwater fish communities. Recent surveys conducted under near-median discharge conditions indicated widespread hypoxia in the complex (Figure 3). Fish kills in Sam Gordy's Slough are likely to occur in the coming years if no action is taken.

Water Quality monitoring conducted by the WI DNR identifies hydraulic connectivity as the primary water quality driver in Sam Gordy's Slough. A detailed rating curve has been developed for inflows into Sam Gordy's Slough (Figure 4). When main channel water input to the slough is low, dissolved oxygen declines precipitously. A low-cost project to optimize multi-season connectivity (summer and winter) will produce substantial water quality and ecological benefits within this complex.

PROJECT GOALS

Maintain/Enhance/Create quality habitat for all native and desirable plant, animal

- Restore and enhance protected backwater habitat
- Restore flow connectivity
- Improve water quality

PROPOSED PROJECT

The primary features of the project focus on increasing connectivity through the existing aeration channel at RM 624.5. A rock deflector will be constructed at the channel inlet to deflect and prevent sand bedload from entering the complex, while still allowing for high-oxygen channel water to enter the complex. This design, constructed at a 60-degree angle to the predominant flow vector, has been employed successfully on other Mississippi River habitat projects (Figure 5). This structure will enhance the useful lifespan of the project. The downstream bank will be riprapped for protection and the accumulated sand in the aeration channel will be mechanically dredged (Figure 6).

PROJECT OUTPUTS

The proposed project will restore and maintain an existing off-channel area suitable for backwater fish production. This project will improve water quality, prevent future fish kills and serve as a valuable recreational asset for public use and enjoyment.



**Sam Gordy's Slough Backwaters
UMRR Habitat Rehabilitation and Enhancement Project
Pool 6, Buffalo County, WI
Conceptual Features**

2015 Aerial Photo

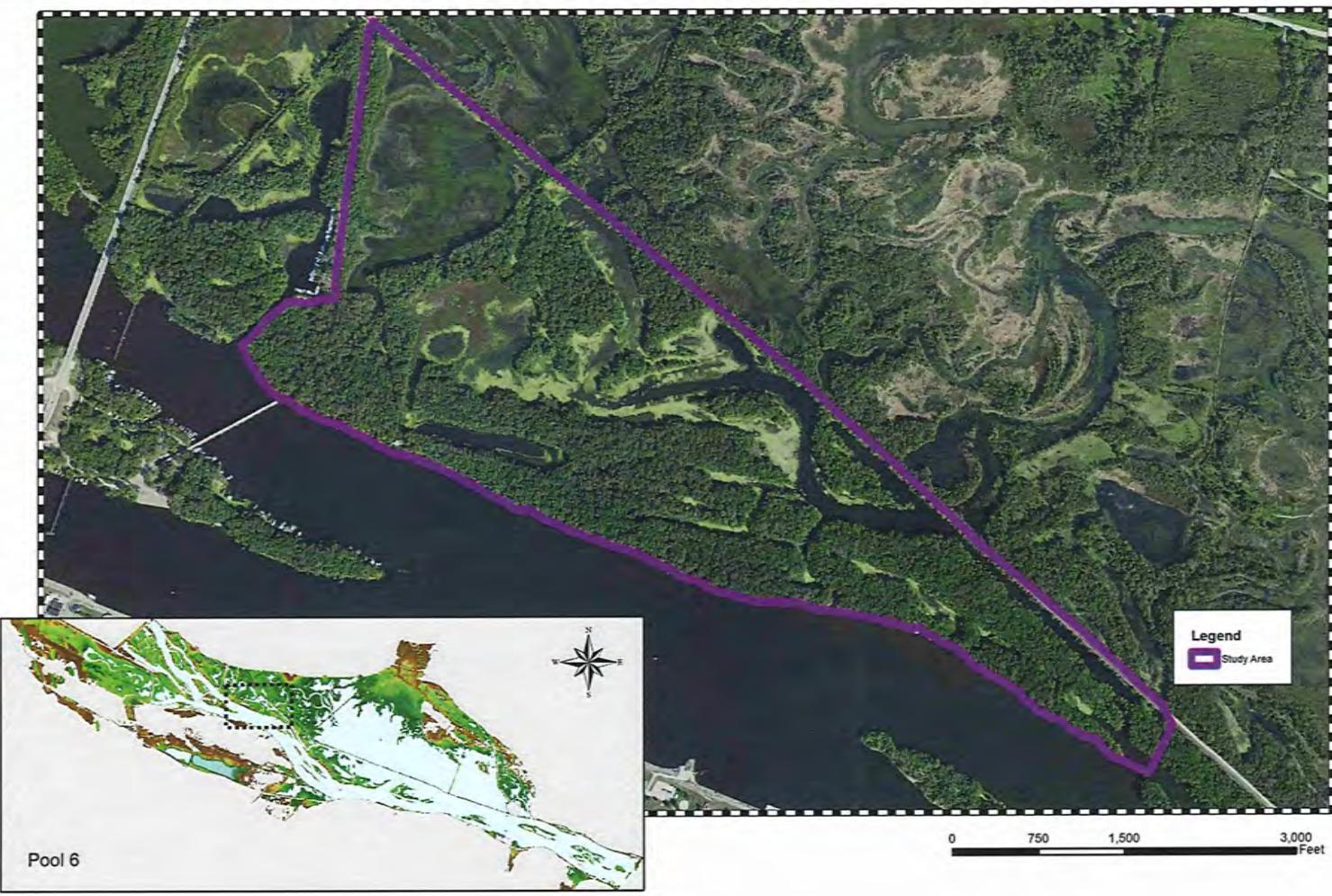


Figure 1. Sam Gordy's Slough Backwater Complex study area.

Figure 2. Deep (>1 m), depression (>2 m) and borrow pit (>3 m) backwater habitat in hectares per river mile by navigational pool. Pools 5a and 6 are lacking in deep backwater habitat.

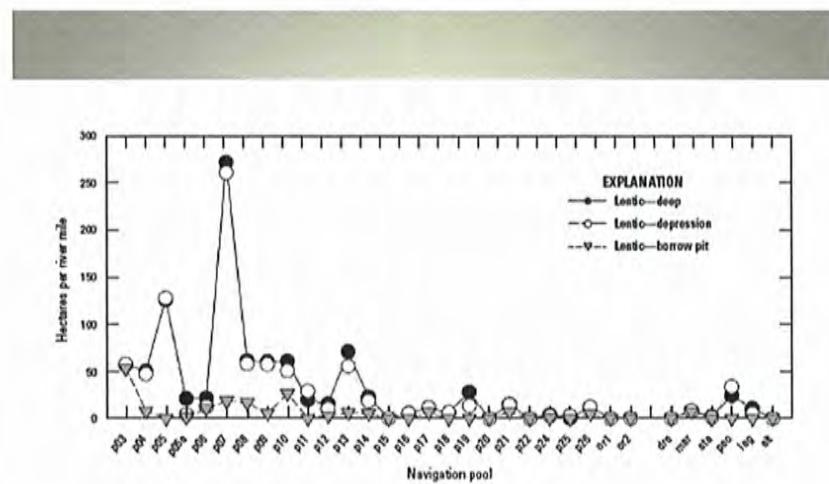


Figure 11. The hectares per river mile of lentic deep areas. See table 5 for criteria for deep, depression and borrow pit.

Figure 3. Dissolved oxygen data collected during winter under elevated (2017) and near-median discharge (2018) conditions. Widespread hypoxia was observed in 2018 indicating declining ecological conditions within the backwater complex.

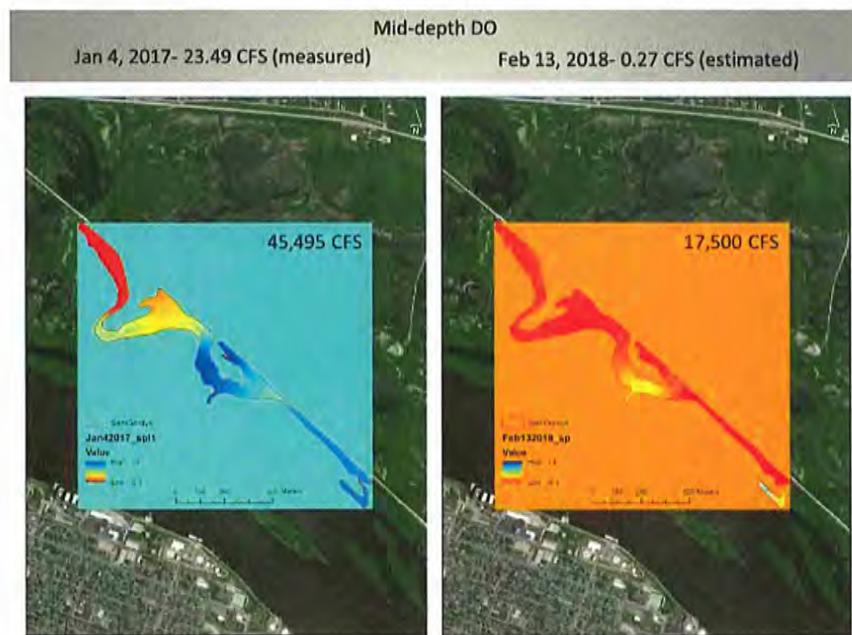


Figure 4. Rating curve for inflow into Sam Gordy's Slough under a range of river discharges. Very little flow is entering the complex under median winter discharge (< 20,000 CFS).

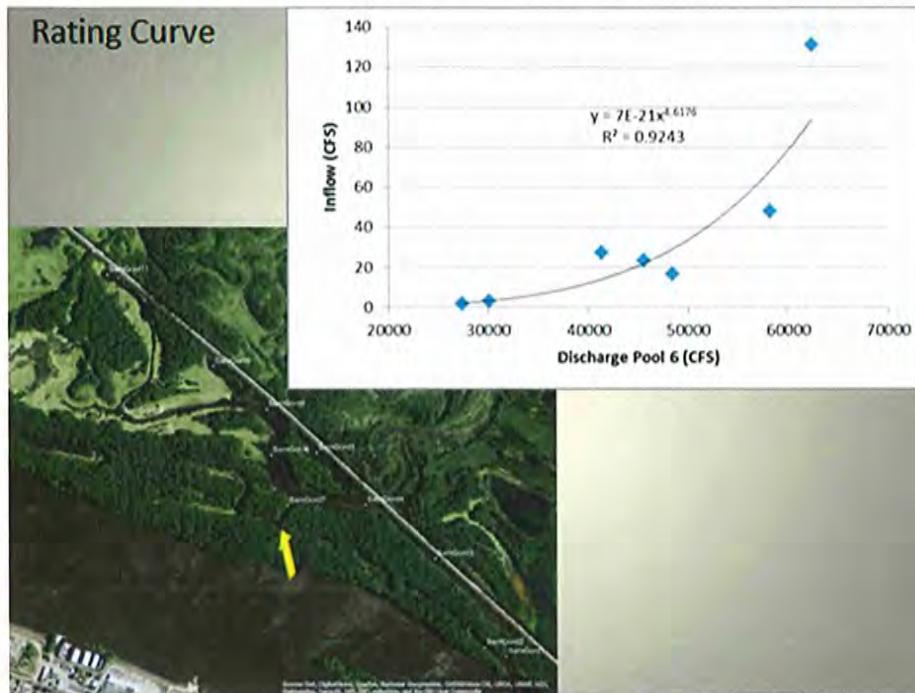


Figure 5. Example of the bedload deflector that will be utilized for the Sam Gordy's restoration project. The bedload deflector is modeled after the Long Lake habitat project near Trempealeau, WI. This structure has functioned very well for many years.



Figure 6. Sam Gordy's Slough restoration conceptual features.



REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Finance Department	3/15/21
Item: Financial Planning Model		
No. 5.		

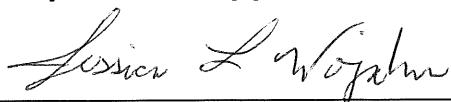
SUMMARY OF REQUESTED ACTION:

The City of Winona has capital projects that council may wish to fund in the future. To facilitate the funding decision of future capital projects, a long-term financial planning model could be created. This plan will enable its users to see the impact of capital projects to the tax rate while taking projected tax base changes into account. City staff will be able to maintain this planning model with anticipated capital projects, tax base projections, and funding sources which will help provide additional information to capital project decision makers.

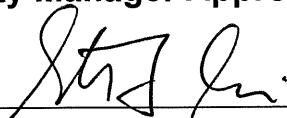
BakerTilly has a proposed cost of \$15,250 for the development of this plan which will take approximately 10 weeks to complete. The costs would be paid by reassigning priority of the 2021 Finance Department budget.

City Staff recommends approval of the proposal to develop a Financial Planning Model. If the Council agrees, a motion to authorize administration to execute an agreement would be in order.

Department Approval:



City Manager Approval:



City of Winona, Minnesota

Development of Financial Planning Model

March 2021

Work Plan

March 2021

Objective

The purpose of this project is to assist the City of Winona, Minnesota ("City") in the development of a financial planning model that will assist the City in long-range financial planning, management of its financial resources, debt management, and capital improvement planning over a five-year planning period.

Baker Tilly develop the Financial Planning Model for the City working in concert with City staff. The financial planning model will be built in Microsoft® Excel. It will incorporate tax base growth projections, anticipated capital improvements, and existing and projected debt service to provide tax rate projections over a five-year planning period. The Financial Planning Model will include:

- A capital improvement planning (CIP) module where the City can input anticipated capital improvement projects for each year, the anticipated funding source(s), the fund where the capital improvement will be placed. The funding sources will include those currently used by the City in its capital improvement plan:
 - Tax Levy
 - Funds in Reserve
 - Equipment Replacement
 - Facilities
 - General Obligation Bonds
 - Special Assessments
 - Equipment Certificates
 - Enterprise Fund Revenue
 - General Obligation Revenue Bonds
 - Municipal State Aid Streets
 - Tax Increment Financing
 - County
 - State Aid
 - Federal Grants
 - Sales Taxes
 - Port Authority
 - Donations
 - Other
- A user-friendly input form to enable the user to enter new or to make changes to anticipated capital improvements including the year of improvement, department, project name, funding source(s) and the depreciable life;
- A property tax base projection module that will enable the user to project market value and tax capacity growth in residential, commercial, and industrial properties
- The impact of the CIP on the City's property tax rate
 - Property tax projections for residential and commercial/industrial properties

- CIP and projected impacts of new debt as a percentage of operating revenues for the Water, Sanitary Sewer, and Storm Water enterprise funds.
- Schedule of existing and projected debt by type
- Integrated graphics to show the financial impacts of the CIP

Our approach is outlined in the tasks below.

Task 1

Review relevant data .

- Comprehensive Annual Financial Reports for the past three years
- Current year's budget
- Outstanding debt by type
- Capital improvement plan
- Current property tax data (market value and tax capacity) by property type
 - Residential
 - Commercial
 - Industrial
- Anticipated growth in property tax base
- Fiscal policies

Task 2

Develop preliminary Financial Planning Model

- Develop the preliminary Financial Planning Model to incorporate the modules as outlined above
- Input the data into the model (CIP, existing, debt, existing tax base, projected growth, existing tax rates, existing operating revenues for included enterprise funds)
- Develop a preliminary financial forecast and impacts of the CIP
- Review preliminary financial planning model and financial forecast with City staff. Based on that review Baker Tilly will modify the preliminary model incorporating suggested changes as appropriate.

Task 3

Develop Final Financial Planning Model

- Baker Tilly will develop the final Financial Planning Model
- Present the Financial Planning Model to the City

The City will need to identify a member of their staff to serve as a contact person between Baker Tilly and the City. This person will be responsible for assisting Baker Tilly in the gathering of accurate and timely information necessary to complete the project and arranging for and coordinating required meetings. Baker Tilly acknowledges some of this information may be available in our files and/or on the City's website. At a minimum, the following information will be needed to complete the study:

- Copies of the City's most recent and prior three years' financial statements
- Copies of the City's 2021 adopted budget
- Capital Improvement Plan
- Current fiscal policies

- Copies of existing City debt schedules for any outstanding debt (i.e. bonds, equipment certificates, lease-purchase agreements, etc.)
- Information related to the anticipated growth in residential and commercial/industrial tax base during the planning period
- Current and past three years City tax rates
- Other relevant information

Deliverables

At the conclusion of this project, we will provide the City with the following deliverables:

- Financial Planning Model

Project Team

Baker Tilly will provide the following resources as part of the engagement:

- Nick Dragisich will serve as the lead consultant for the project and manage all project activities.
- Patty Kettles will assist in the development of the financial forecast and scenarios and the report
- Matt Stark will provide analytical support
- Baker Tilly will assign project staff to assist with other duties as needed.

Resumes of team members can be provided upon request.

Compensation

We propose to provide the services described in Option 1 for a lump-sum fee of \$15,250 , which includes all direct and indirect costs. We will complete the model within 8 - 10 weeks of receiving the notice to proceed, provided that all necessary information is made available to Baker Tilly in a timely manner and that City staff is available for required meetings. This schedule does not anticipate any unforeseen delays or other circumstances that would result in a later completion date. Should any unforeseen delays or circumstances arise, Baker Tilly can draw on its extensive staff of professionals to keep the project on schedule to the greatest extent possible. We would invoice the City monthly for work completed.

We recently completed a long-range financial plan for the City of Oakdale, Minnesota similar to this option. We strongly encourage the City to contact Bob Streetar, Community Development Director, at the City to discuss the process and the outcomes. His contact is 651-730-2806.

Assumptions

We based our estimate on the assumptions detailed below. Should any of these change during the engagement, we will bring the matter to the City's attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. We will not undertake additional work without the City's written approval.

Assumptions include:

- The City's senior management are fully committed to the success of this project
- The City recognizes that the services provided are non-audit services that are advisory in nature only and that the City will continue to make all management decisions, designate a member of management to

oversee the services we perform, evaluate the adequacy and results of our services, and accept responsibility for the services we perform.

- Baker Tilly will have access to, and be provided with, electronic or other readily available data without the need to conduct data extraction or comprehensive synthesis
- Information will be provided within the specified timeframes and format
- No significant changes in scope from that outlined in this proposal
- The City's project manager will be responsible for coordinating activities between the consulting team and City personnel, as needed, throughout the project
- Adherence to project timelines is dependent upon the availability of City personnel to participate in interviews, deliverable reviews, etc.
- The City will assist the Baker Tilly project manager in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement
- The City will provide access to internet to staff for web-based interviews and meetings
- Work will be performed as appropriate for the type of work being performed and the current COVID 19 restrictions and guidelines for both the City and Baker Tilly.

Additional Work

Should the City request and authorize additional work outside the scope of services described in this work plan, we would invoice the City at our standard hourly rates, shown below. Additional work includes work outside the scope of services as described in this work plan including, but not limited to:

- Work related to a special request
- Additional on-site meetings or presentations
- Project delays greater than four weeks attributable to the Client

Title	2021 Hourly Rate
Principal, Partner and Firm Director	\$300 - \$400
Director and Senior Manager	\$270
Manager and Senior Staff	\$225
Staff	\$195
Associates	\$80

Contract

If the City wishes to proceed with this project, we will forward our standard municipal services agreement for execution.

REQUEST FOR COUNCIL ACTION

Agenda Section: **New Business**

Originating Department:

Date:

No: **5**

City Engineer

3/15/21

**Item: Certification of Completion, Final Estimate, Resolution of Acceptance –
2020 Bituminous Mill & Overlay Project**

No. **5.6**

SUMMARY OF REQUESTED ACTION:

Honorable Mayor & City Council:

CERTIFICATION OF COMPLETION

This is to certify that the above-referenced work performed by Dunn Blacktop of Winona, Minnesota, under its contract with the City of Winona has been completed in compliance with the plans and specifications governing the work and authorizing the final estimate in the amount of \$739,223.85.

The mill and overlay budget will pay \$739,223.85 as this fits within budget and monies in the account

Respectfully submitted,

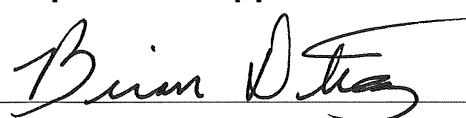


Brian DeFrang
City Engineer

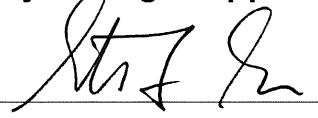
The attached resolution approves the project and authorizes the final estimate.

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

Department Approval:



City Manager Approval:



RESOLUTION ACCEPTING THE WORK AND AUTHORIZING THE FINAL ESTIMATE ON LOCAL IMPROVEMENTS

Resolution Number 9

WHEREAS, a contract has been let for the following local improvements:

2020 Bituminous Mill & Overlay Project

and

WHEREAS, the original contract price for these improvements is \$723,558.00; and

WHEREAS, the contract has been completed according to the plans and specifications; and

WHEREAS, the final estimate for such improvements is \$739,223.85.

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

1. The City Council hereby accepts the work.
2. The City Council hereby authorizes the final estimate in the amount of \$739,223.85.

Passed and adopted by the City Council of the City of Winona, Minnesota at a meeting thereof held this 15th day of March 2021.

Scott Sherman, Mayor

Attest:

Monica Hennessy Mohan, City Clerk

City of Winona
2020 Bituminous Mill and Overlay Project

ESTIMATE OF WORK COMPLETED

Payment Date: 3-15-2021

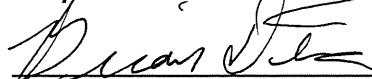
Final Payment
 Dunn Blacktop

No.	Description	Bid Quantity	Unit	Actual Quantity	F	Unit Price	Percent Complete	Total Cost
2232.504	Mill Bituminous Surface 2"	54700	S.Y.	69722.03		\$ 2.49	127%	\$ 173,607.85
2357.506	Bituminous Material for Tack Coat	700	Gallon	300		\$ 2.25	43%	\$ 675.00
2360.509	SP 12.5 Wearing Course Mixture 3B	7,220	Ton	8,244.14		\$ 64.25	114%	\$ 529,686.00
2506.502	Adjust Manhole Frame Ring and Casing	74	Each	16.00		\$ 730.00	22%	\$ 11,680.00
2506.502	Adjust Gate Valve and Box	27	Each	3.00		\$ 325.00	11%	\$ 975.00
2105.507	Common Excavation	700	C.Y.	-		\$ 20.00	0%	\$ -
2211.509	Class 5 Aggregate Base	1,550	Ton	-		\$ 15.00	0%	\$ -
2564.601	Traffic Control	1	LS	1.00		\$ 22,600.00	100%	\$ 22,600.00

Total Work Completed	\$ 739,223.85	102%
Bid Price	\$ 723,558.00	

Total Work Completed	\$ 739,223.85
Less Previous Payment	\$ 688,738.11
Net Payment This Estimate	\$ 50,485.74

Prepared and Certified Correct:



Brian DeFrang, Public Works Director
 License #40971

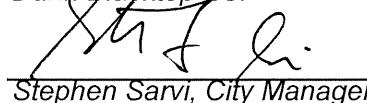
3/8/21
 Date

Samuel A. Costigan

3/9/21

Dunn Blacktop Co.

Date


 Stephen Sarvi, City Manager

3-11-21

Date

REQUEST FOR COUNCIL ACTION

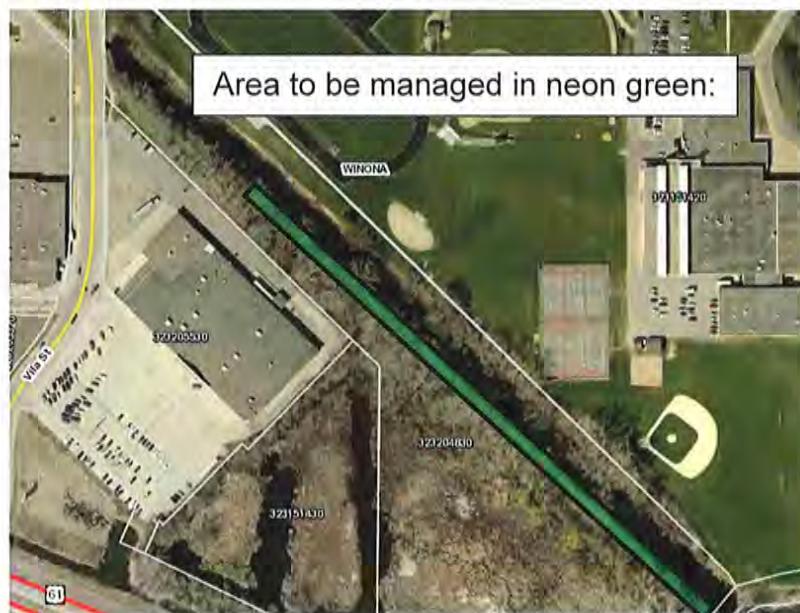
Agenda Section: New Business	Originating Department:	Date
No: 5	Public Works	03/15/21
Item: Lake Park Revegetation Proposal		
No. 5.1		

SUMMARY OF REQUESTED ACTION:

The Healthy Lake Winona group would like to plant native trees (cottonwood) and shrubs (dogwood and button bush) along sections of Gilmore Creek between Vila Street and the entrance to the West Lake this spring. They have funding and volunteers ready to do the project. This section of the creek shoreline is mostly turf grass with occasional cottonwoods, boxelder, red osier dogwood, and invasives such as buckthorn and honeysuckle.

A distinct effort entails planting eight seedless cottonwood specimen trees (7-9 feet tall) in the Unity Park and Willows Disc Golf course in open areas. Staff anticipates these would fill in sections of the park that are heavy with dying or recently removed ash trees.

The City's Park and Recreation Department as well as the Natural Resources and Sustainability Coordinator have reviewed this proposal, and have no objections.



If Council concurs, a motion to approve the donation and planting of shrubs and trees would be in order.

Department Approval:

City Manager Approval:

REQUEST FOR COUNCIL ACTION

Agenda Section: New Business

Originating Department:

Date

No: 5

Public Works

03/15/21

Item: Lake Winona Prairie Demonstration Area Prescribed Burn

No. 5.8

SUMMARY OF REQUESTED ACTION:

The Healthy Lake Winona group suggests a prescribed burn of the prairie areas within the demonstration zone, which is the shoreline between Franklin St. and the Bandshell area. A burn will facilitate restoration by revitalizing native prairie species and helping control weeds.

The burn would be conducted and supervised this spring by Gabe Ericksen of LandSpirit Design Landscaping, with Healthy Lake Winona volunteers assisting. The contractor would provide the service free of charge, and anticipates the burn would be active for less than an hour. Signage and on site volunteers would inform park users and passersby of the activity. The burn would only be conducted if approved by the fire department and under appropriate conditions to ensure safety. Given the existing vegetation, the fire should be clean burning without excessive or noxious smoke.

The City's Natural Resources and Sustainability Coordinator supports the objectives, and believes the group has the full ability to do the burn safely and effectively.

If Council concurs, a motion to approve the prescribed burn would be in order.



Department Approval:

John W. Hammel

City Manager Approval:

Stef L.

REQUEST FOR COUNCIL ACTION

Agenda Section: New Business	Originating Department:	Date
No: 5	Public Works	03/15/21
Item: DNR Shade Tree Bonding Grants		
No. 5.9		

SUMMARY OF REQUESTED ACTION:

The Minnesota Department of Natural Resources recently opened a request for applicants to a new grant program for shade trees. The program utilizes state bond dollars for purchasing trees for public property with an emphasis on replacing trees lost to the emerald ash borer. Grants will be awarded beginning in the summer of 2021 and can be used through 2024.

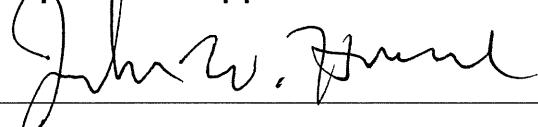
City staff prepared an application that would fund the majority of the City's boulevard and park tree planting for the 2022 through 2024 planting seasons. Our 2021 planting is being primarily funded through a separate DNR tree grant program.

In order to increase our competitiveness, the City is including staff time as an in-kind match to our application. No cash match or other match is required.

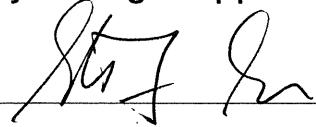
One notable item is that since bond dollars are being utilized, a declaration or certification is needed on the property receiving a tree. This means that any property that receives a tree cannot be sold, mortgaged, encumbered or otherwise disposed without the approval of the Commissioner of Minnesota Management and Budget for a period of 37.5 years after planting. The trees funded by the project will all be on public land, principally boulevards, so staff does not foresee these portions of right of way or property being in conflict with this stipulation.

If Council concurs with staff's recommendation to apply for the grant, a motion authorizing staff to submit the grant application would be appropriate.

Department Approval:



City Manager Approval:



Shade Tree Program Bonding Grants

2021 Application

Please refer to the Request for Applications (RFA) when completing this application.



Submit this form, along with required attachments, to ucf.dnr@state.mn.us by March 22, 2021. Checklist:

- Application Form (filled out, guided by the RFA)
- Budget Form (Attachment A)
- 3-Year Tree Maintenance Plan (Attachment B)
- Species Selection and Stock List (follow guidelines in RFA)

Local Unit of Government (LUG)	City of Winona
Project Coordinator	John Howard
Coordinator Title	Natural Resources and Sustainability Coordinator
Address	PO Box 378
City, State, Zip	Winona, MN 55987
County	Winona
Coordinator Email	jhoward@ci.winona.mn.us
Coordinator Phone Number	507-457-8273
Grant Amount Requested	\$23,957.50
Cash Match (refer to RFA for match guidance)	0
In-Kind Match	\$24,207.50
Total Match (combined In-Kind and Cash Match)	\$24,207.50

Is there a known emerald ash borer (EAB) infestation within your LUG's boundaries? Yes No

(5 points will be scored to applications with active EAB infestations. Please refer to the Minnesota Department of Agriculture's [EAB Status Map](#) for more information)

Have you received a DNR community forestry grant in the past? Yes No Don't Know

Have you received bond funds in the past? Yes No Don't Know

Does your LUG have interest in hosting a [Community Forestry Corps](#) (AmeriCorps) member in the future?

If so, check the box and your contact information will be passed along to the program. Yes No

Project Overview and Need (20 points; 2,050 character maximum including spaces) *Provide a summary of the project, why this funding is needed, what project work will not happen without these grant funds, and expected outcomes. This should include a description of the project location (citywide project, specific parks, etc.). A successful application will demonstrate a readiness to take on a project of the proposed scope and size, and will focus on significant public safety concerns.*

The City is in the midst of removing the remaining ash trees on our boulevards. The City was treating nearly 700 ash trees on public property to prevent EAB damage and death, but lacked the funding over the last treatment cycle. We therefore expect all but a few dozen of those 700 are now infested and likely to be removed in the next five to ten years. These trees currently constitute around 6 percent of all publicly owned trees. Combined with regular tree maintenance and removal, the City will be stretched to replace all the trees being removed. In no uncertain terms, our tree canopy will be significantly reduced over the next decade until newly planted trees can grow to replace those lost.

Two parks (Windom and Sinclair Parks) in the central area of Winona will be hit particularly hard by EAB. At least half the trees in these two parks are ash trees. Neighbors and friends to the park may hire contractors to treat some of these this spring, but the City expects the majority will need to be removed before they become a safety hazard for park users.

Receiving bonding grant funds will facilitate planting nearly 320 trees over the course of three years. These trees will primarily be in public boulevards with some being placed in parks with heavy ash tree losses. Without grant funding, the number of trees that the City would plant is unknown. The tree planting budget was removed in the 2021 budget, so we do not have a good estimate for what the future funding would be.

Project Timeline (15 points; 2,600 character maximum including spaces) *Describe the approximate project schedule showing intermediate steps and milestones. A successful timeline will provide specific dates, is easy to comprehend, and will follow EAB best management practices.*

The City would intend to use bonding grant funds for plantings beginning in 2022. The City is currently a recipient of a community forestry grant that will allow us to do plantings in 2021.

Project timeline:

Sept.-Dec. 2021: Determine suitable planting locations on City boulevards through public advertisement and map analysis.

January-Feb. 2022: Place tree order for +/- 105 trees.

March-April 2022: Confirm planting locations and obtain commitment from the neighboring residents to assist with watering.

April 2022: Plant the majority of bareroot trees directly into their forever homes within a week or two of delivery. Sweat species requiring that process such as oaks and hackberries.

May 2022: Monitor trees for leaf out and other concerns. Distribute watering bags and do any necessary tree staking/support. Plant sweated trees.

Summer 2022: Respond to resident questions and concerns.

Repeat sequence for 2023 and 2024, with likely park planting in those years.

Project Budget Explanation (20 points; 2,200 character maximum including spaces)

Provide additional remarks to clarify the budget request. If applicable, provide an explanation of how you are funding portions of your project that are not eligible with grant dollars. A successful budget will provide specific dollar amounts for anticipated use, will be financially realistic and cost effective. Budget will be correctly calculated.

The majority of the budget will go towards purchasing trees. We intend to order bareroot trees in the 1 to 1.75 inch caliper range, and have a strong preference for native species that support pollinators. Some trees will be native to more southern parts of the midwest, such as Tulip trees, in order to continue adapting to climate change.

The in-kind match figures are predominantly staff time with much of the watering being done by homeowners living next to the tree. The homeowner's time is likely a conservative estimate as many homeowners will devote more than 45 minutes on their tree over the course of the grant.

Project Impacts on Priority Populations (20 points; 2,200 character maximum including spaces)

This grant opportunity aligns with state initiatives to reduce disparities in health and environmental quality for diverse populations. A successful proposal will serve and include areas of concern for environmental justice (communities with higher populations of low-income residents and/or people of color, including tribal communities), and the applicant will describe actionable items for these communities.

Much of Winona is within areas determined by the MPCA to be environmental justice areas of concern because of low income levels and diversity in first languages.

The City is finding that some of the more wealthy residents are replanting lost boulevard trees on their own, so we would anticipate that our efforts would tend to be in medium to lower income areas. By improving the overall community forest, especially in centrally located park areas, everyone should benefit.

Communication (10 points; 2,200 character maximum including spaces) *Describe the methods you will use to conduct outreach to citizens about this grant project. A successful communication strategy will use multiple formats that have the potential to reach the public, and will incorporate EAB-related messaging.*

The City plans to put out an annual press release announcing we are seeking planting sites for tree replacement. This will be done via City social media, the City website and the local newspapers. Throughout the planting season, the City intends to post photos of new trees to social media as a way to engage the community and generate interest in future tree planting. The community is generally familiar with EAB, although the City will include information about EAB on our website and communications.

For tree watering volunteers, we will distribute a brief hand out on how to water using the watering bag, the frequency needed, and a "hotline" to contact if they are having any issues. This hand out was created as part of our current DNR Community Forestry grant.

Key Personnel (10 points; 2,200 character maximum including spaces) *Please list all certifications and education degrees for staff or contractors involved in the project. Describe the duties internal staff will conduct, and any work that will be contracted out, or the partnerships you will leverage to complete tasks. Include key personnel and their past experience with similar tasks. If you expect to contract work out, describe requirements you will have for contractors.*

John Howard, who is the City's Natural Resources and Sustainability Coordinator, will handle the reporting and office based management of the project, so will be the main point of contact. The City's chief forester, Chris Kramer, who is an ISA certified arborist, will supervise planting efforts and be engaged in all aspects of the project. Staff from our Park and Recreation department may assist with watering efforts, particularly in park areas. If the City has a GreenCorps or Forestry Corps member, they will be highly involved in the project.

Both Chris and John have experience with tree planting grants from the DNR and hold natural resource related college degrees.

The City does not intend on contracting out work, other than recruiting volunteer waterers who are neighbors to the new trees.

Shade Tree Program Bonding Grants

Final Application Budget



Organization Name	City of Winona
Project Coordinator	John Howard

Directions: Complete this form in detail. Common line items are indicated for eligible expenses. Add or change categories and add rows as necessary. Be specific about expenses. This form has formulas; double check to be sure totals are accurate. If you have any questions about the budget form, contact the DNR Urban and Community Forestry Team at ucf.dnr@state.mn.us.

Expense	Description	Hourly Rate/ Cost per Item	Number Hours or Items	Funds Requested	Cash Match	In Kind Match
1. Contractor costs (ex. labor, services, supplies, and equipment)	Watering Volunteers (45 minutes/tree/year)	\$ 15.00	320		\$ 4,800.00	
2. Trees	Tree selection and ordering	\$ 35.00	30		\$ 1,050.00	
	Tree stock	\$ 55.00	320	\$ 17,600.00		
3. Planting supplies (ex. water bags, grow tubes, bark protection, compost, etc.)	Stakes & wire	\$ 1.75	240	\$ 420.00		
	Mulch	\$ 0.75	250	\$ 187.50		
	Watering Bags	\$ 23.00	250	\$ 5,750.00		
4. Site preparation	Site identification and utility locating requests (30 min/tree)	\$ 17.50	320		\$ 5,600.00	
	Resident education and outreach	\$ 35.00	15		\$ 525.00	
5. Planting	Tree storage and inspection	\$ 35.00	12		\$ 420.00	
	Hole preparation, tree planting	\$ 17.50	320		\$ 5,600.00	
	Tree support and peripherals installation (15 minutes/tree)	\$ 8.75	250		\$ 2,187.50	
6. Tree Maintenance	Monitoring and watering	\$ 35.00	115		\$ 4,025.00	
				\$ 23,957.50	\$ -	\$ 24,207.50

Preliminary Species Planting List

Species	Scientific Name
Ohio Buckeye	<i>Aesculus glabra</i>
Serviceberry "Autumn Brilliance"	<i>Amelanchier "autumn brilliance"</i>
Yellow birch	<i>Betula alleghaniensis</i>
River Birch	<i>Betula nigra</i>
Blue Beech	<i>Carpinus caroliniana</i>
Bitternut Hickory	<i>Carya cordiformis</i>
Shagbark Hickory	<i>Carya ovata</i>
Northern Catalpa	<i>Catalpa speciosa</i>
Hackberry	<i>Celtis occidentalis</i>
Red Bud	<i>Cercis canadensis</i>
Yellowwood	<i>Cladrastis kentukea</i>
Cockspur Hawthorn	<i>Crataegus crus-galli</i>
Honey Locust	<i>Gleditsia triacanthos</i>
Kentucky Coffee Tree	<i>Gymnocladus dioicus</i>
Tulip Tree	<i>Liriodendron tulipifera</i>
Red Mulberry	<i>Morus rubra</i>
Black Gum	<i>Nyssa sylvatica</i>
Iron wood	<i>Ostrya virginiana</i>
American Plum	<i>Prunus americana</i>
Pin Cherry	<i>Prunus pensylvanica</i>
Black Cherry	<i>Prunus serotina</i>
White Oak	<i>Quercus alba</i>
Northern Pin Oak	<i>Quercus ellipsoidalis</i>
Bur Oak	<i>Quercus macrocarpa</i>
Chinkapin Oak	<i>Quercus muehlenbergii</i>
Red Oak	<i>Quercus rubra</i>
American Linden	<i>Tilia americana</i>
American Elm	<i>Ulmus americana</i>
Viburnum Lentago	<i>Viburnum lentago</i>

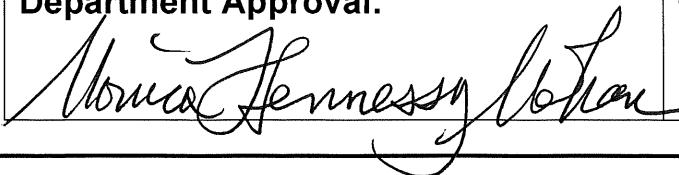
REQUEST FOR COUNCIL ACTION

Agenda Section: Council Concerns	Originating Department:	Date:
No: 7	City Clerk	03/15/21
Item: Council Concerns		
No. 7.1		

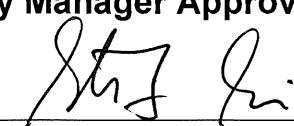
SUMMARY OF REQUESTED ACTION:

Time is reserved for Council Concerns.

Department Approval:

A handwritten signature in black ink that reads "Monica Hennessy".

City Manager Approval:

A handwritten signature in black ink that reads "Stacey L. Smith".

REQUEST FOR COUNCIL ACTION

Agenda Section: Consent Agenda	Originating Department:	Date:
No: 8	City Clerk	03/15/21
Item: Consent Agenda		
No. 8.		

SUMMARY OF REQUESTED ACTION:

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

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

City Clerk: Item No. 8.2: Claim Against the City by Doreen Rieger

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

Department Approval:



City Manager Approval:

