

City Council

REGULAR MEETING AGENDA

July 7, 2020 – 6:30 pm

This meeting will be held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. The public may monitor this meeting by watching on Comcast cable channel 16, by streaming on CCXmedia.org, or by calling 1-415-655-0001 and entering the meeting code 133 272 6773. The public may participate in this meeting during public comment sections, including the public forum beginning at 6:20 pm, by calling 763-230-7454. Additional information about monitoring electronic meetings is available on the [City website](#). For technical assistance, please contact the City at 763-593-8007 or webexsupport@goldenvalleymn.gov. If you incur costs to call into the meeting, you may submit the costs to the City for reimbursement consideration.

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

Pages

2. Additions and Corrections to Agenda

3. Consent Agenda

Approval of Consent Agenda - All items listed under this heading are considered to be routine by the City Council and will be enacted by one motion. There will be no discussion of these items unless a Council Member so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

- A. Approval of Minutes:
 - 1. City Council Meeting – June 2, 2020 3-7
- B. Approval of City Check Register 8
- C. Licenses:
 - 1. Approve Massage Enterprise License for Everybody Healing Center 9
- D. Minutes of Boards and Commissions:
 - 1. Planning Commission – June 8, 2020 10-14
 - 2. Environmental Commission – May 18, 2020 15-19
 - 3. Board of Zoning Appeals – April 28 and May 26, 2020 20-27
- E. Approval of Bids, Quotes and Contracts:
 - 1. Approve Construction Contract for the 2020 Pennsylvania Woods Habitat Restoration Project 28-61
 - 2. Approve Purchase of Ionization Devices for City Hall and Public Safety Ventilation Systems 62-64
 - 3. Approve Annual Bobcat Equipment Trade-Out 65-72
 - 4. Authorize Professional Services Agreement for Phase III of the Downtown Study 73-85



This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



3. Consent Agenda - continued

- F. Acceptance of Grants and Donations:
 - 1. Acceptance of Donation of Park Bench for Brookview Park Res. 20-39 86-87
 - 2. Acceptance of Donation of Tree for Brookview Park Res. 20-40 88-89
 - 3. Acceptance of Donation from Golden Valley Federated Women’s Club Res. 20-41 90-91
- G. Appointment of Election Judges and Absentee Ballot Board for Primary Election August 11, 2020 Res. 20-42 92-94
- H. Amendment to the 2020 Council Meeting Calendar due to 2020 Minnesota Night to Unite Date Change 95
- I. Supporting Application by West Hennepin Affordable Housing Land Trust to Minnesota Housing Finance Agency for Community Homeownership Impact Funds Res. 20-43 96-98
- J. Receipt of May Financial Reports 99-113
- K. Amend Resolution 04-20 City of Golden Valley Donation/Gift Policy Res. 20-44 113-119
- L. Accept Resignation from the Civil Service Commission 120

4. Public Hearing

5. Old Business

6. New Business

All Ordinances listed under this heading are eligible for public input.

- A. COVID-19 Pandemic Emergency Administrative Actions 121-131
- B. Review of Council Calendar
- C. Mayor and Council Communications
 - 1. Other Committee/Meeting updates

7. Adjournment

City Council

REGULAR MEETING MINUTES

June 2, 2020 – 6:30 pm

In light of the recently declared COVID-19 health pandemic, the Mayor of the City of Golden Valley declared a local emergency under Minnesota Statute, section 12.37. In accordance with that declaration, beginning on March 16, 2020, all meetings of the City Council held during the emergency were conducted by telephone or other electronic means.

The City used WebEx to conduct this meeting electronically. Members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, and by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, including the public forum, by dialing in to the public call-in line.

1. Call to Order

Mayor Harris called the meeting to order at 6:30 pm.

1A. Pledge of Allegiance

1B. Roll Call

Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, Gillian Rosenquist and Kimberly Sanberg

Staff present: City Manager Cruikshank, City Attorney Cisneros and City Clerk Luedke

2. Additions and Corrections to Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the agenda of June 2, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3. Approval of Consent Agenda

MOTION made by Council Member Harris, seconded by Council Member Rosenquist to approve the consent agenda of June 2, 2020, as revised: removal of 3E1-Approve Purchase of City Vehicles, 3F1-Accept a Donations of Face Masks and Filters and 3G-Accept Resignation from Open Space & Recreation Commission. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3A. Approval of Minutes:

3A1. Council/Manager Meeting – March 10, 2020

3B. Approve City Check Register and authorize the payments of the bills as submitted.

3C. Licenses:

3C1. Approve renewal of the respective liquor licenses for the applicants listed below for the license period of July 1, 2020, through June 30, 2021:

3. Approval of Consent Agenda - continued

Off-Sale: Golden Valley Liquor Barrel, Lunds & Byerly's Wines & Spirits and Lakeridge Wine & Spirits

On-Sale and Sunday Sale/Off-Sale: Schuller's Tavern

Wine On-Sale (including strong beer) and 3.2 Malt Liquor: D'Amico and Sons, Davanni's Pizza & Hoagies, JDL Group Inc., Ramada Minneapolis/Golden Valley and Smashburgers

Off-Sale 3.2 Malt liquor: Golden Valley Holiday and Holiday Inn Express Golden Valley

On-Sale and Sunday Sale: Benihana, Brookview Golf Course, Golden Valley Country Club, Good Day Café, J.J.'s Clubhouse, LAT 14 Asian Eatery, Metropolitan Ballroom and Clubhouse, Red Lobster, Schuller's Tavern and Teresa's Mexican Restaurant

On-Sale: Sodexo America

On-Sale Club and Sunday Sale: Chester Bird American Legion Post 523

Brewer Taproom, Brewer Off-Sale and Sunday Sales: Under Pressure Brewing

Approve renewal of the respective liquor licenses for the applicants listed below for the license period of July 1, 2020, through June 30, 2021 contingent upon a successful back ground investigation:

Off-Sale: Cedar Lake Wine

On-Sale and Sunday Sale: Doolittle's Woodfire Grill

Off-Sale 3.2 Malt liquor: Speedway #4443 and Speedway #4497

3D. Minutes of the Boards and Commissions:

3D1. Environmental Commission – April 27, 2020

3E. Approval of Bids, Quotes and Contracts:

~~3E1. Approve Purchase of City Vehicles.~~

3F. Acceptance of Grants and Donations:

~~3F1. Acceptance of Donations of Face Mask and Filters.~~

~~**3G.** Accept Resignation from Open Space & Recreation Commission.~~

3. Items Removed From the Consent Agenda:

3E1. Approve Purchase of City Vehicles

Council Member Harris asked if the City needed to purchase all three of the requested vehicles at this time due to the City currently being on a budget freeze. City Manager Cruikshank said that only one of the vehicles was in the threshold of needing immediate replacement.

Council had additional questions regarding the required motion.

MOTION made by Council Member Harris, seconded by Council Member Sanberg to table the item to later in the meeting. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3F1. Acceptance of Donations of Face Mask and Filters

Council thanked former Council Member Clausen for the donation of face masks and filters.

3F1. Acceptance of Donations of Face Mask and Filters - continued

MOTION made by Council Member Rosenquist, seconded by Council Member Fonnest to adopt **Resolution 20-32**, accepting a donation of 84 face masks and filters. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3G. Acceptance of Resignation from Open Space & Recreation Commission

Council thanked Mr. Max Hyberger for his service on the Open Space & Recreation Commission.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to accept the resignation from Mr. Hyberger from the Open Space & Recreation Commission. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

4. Public Hearing

4A. Public Hearing – Schuller’s Tavern – 7345 Country Club Drive

- 1. Amendment to the Future Land Use Map**
- 2. Amendment to the Zoning Map**

Planning Manager Zimmerman provided an update on the item due to recent discussions at the Planning Commission meeting and the City receiving many emails and inquiries from the public. Mr. Zimmerman said he spoke to the applicants and that there may be additional options other than moving forward with the rezoning. He said the applicants may withdraw their application.

Mr. Mark Jacobs, applicant, said their intention was not to rezone their property to resell it but to add an outside seating area so that they could compete with other restaurants in the area. He said they have done a lot of updates to the restaurant and would be happy do whatever else was needed for the community to add the outside patio because they plan to stay in the area. Mr. Paul Jacobs, applicant, said they would be interested in an interim use permit for their restaurant use only.

Mr. Zimmerman said if the applicants withdrew their application to look at some type of temporary use permit, the City may be able to draft sometime that would allow an outdoor patio without having to rezone the property because currently there are variations of temporary use permits in the Zoning Code. He said the City could also look at adding a new zoning area for Light or Neighborhood Commercial use. City Attorney Cisneros answered questions from Council regarding the process and said if the applicants withdraws the applicant, the Council would not need to take any further action.

There was Council discussion regarding the application for Schuller’s Tavern.

E1. Approve Purchase of City Vehicles – continued from earlier in the meeting

MOTION made by Council Member Harris, seconded by Council Member Sanberg to take item 3E1. Approve Purchase of City Vehicles off the table for consideration. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

E1. Approve Purchase of City Vehicles – continued

Finance Director Virnig answered questions from Council.

MOTION made Council Member Harris, seconded by Council Member Fonnest to approve the purchase of one F-550 cab and chassis from Midway Ford for \$43,071.92 and one Swamploader hook system from Aspen Equipment for \$27,559. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

5. Old Business

6. New Business

6A. Noah Joynes Youth Recreation Fund

Parks and Recreation Director Birno presented the staff report and answered questions from Council. Finance Director Virnig answered questions from Council.

MOTION made by Council Member Rosenquist, seconded by Council Member Fonnest to adopt **Resolution 20-33**, accepting donations for the Noah Joynes Youth Recreation Fund from the Joynes Family. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6B. Environmental Commission Amendments

6B1. Second Consideration – Ordinance 681 – Modifying the Responsibilities of the Environment Commission

Physical Development Director Nevinski presented the staff reports for both items listed under 6B. Environmental Commission Amendments and answered questions from Council.

Mayor Harris stated per the Council's agenda all ordinances listed under new business are eligible for public input. No one requested to speak.

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt the second consideration **Ordinance 681**, deleting in its entirety City Code Chapter 2 Administration, Article V. Boards and Commissions, Section 2-131 Environmental Commission and replacing with a new Section 2-131. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6B2. Approval of Modifications to Environmental Commission Bylaws

MOTION made by Council Member Fonnest, seconded by Council Member Sanberg to approve the Modifications to Environmental Commission Bylaws. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6C. COVID-19 Pandemic Emergency Administrative Actions

City Manager Cruikshank presented the staff report and answered questions from Council. City Attorney Cisneros answered questions from Council.

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to ratify Emergency Administrative Actions 20-37 through 20-43. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6D. Review of Council Calendar

The 2020 Run the Valley will be held virtual from June 5 through June 14, 2020.

The next Housing and Redevelopment Authority Work Session will be held virtually on June 9, 2020, at 6:30 pm.

The next Council/Manager meeting will be held virtually on June 9, 2020, immediately following the HRA Work Session.

The next City Council meeting will be held virtually on June 16, 2020, at 6:30 pm.

6E. Mayor and Council Communication

Council Member Sanberg said the Pride Festival that was planned for June was to be postponed until August but due to COVID-19, a decision was made to cancel the in-person festival for this year all together. She said that there are virtual activities on the website that residents could participate in.

Mayor Harris thanked Spirit of Hope Church for becoming a temporary homeless shelter for residents of the Simpson Housing Service due to the rioting in Minneapolis. He also said that local legislators would be holding town hall forums to discuss the upcoming special legislative session and events associated with the death of George Floyd.

7. Adjourn

MOTION made by Council Member Rosenquist, seconded by Council Member Fonnest to adjourn the meeting at 7:46 pm. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Administrative Services

763-593-8013 / 763-593-3969 (fax)

**Golden Valley City Council
Meeting July 7, 2020**

Agenda Item

3. B. Approval of City Check Register

Prepared By

Sue Virnig, Finance Director

Summary

Approval of the check register for various vendor claims against the City of Golden Valley.

Financial Or Budget Considerations

The check register has a general ledger code as to where the claim is charged. At the end of the register is a total amount paid by fund.

Recommended Action

Motion to authorize the payment of the bills as submitted.

Supporting Documents

Document is located on city website at the following location:

<http://weblink.ci.golden-valley.mn.us/WebLink/browse.aspx?id=717279&dbid=2&repo=GoldenValley>

The check register for approval:

- 06/26/20 Check Register



EXECUTIVE SUMMARY

City Administration

763-593-8006 / 763-593-8109 (fax)

Golden Valley City Council Meeting

July 7, 2020

Agenda Item

3. C. 1. Approve Massage Enterprise License for Everybody Healing Center

Prepared By

Kris Luedke, City Clerk

Summary

Everyone Healing Center located at 8085 Wayzata Boulevard, Suite 10 has submitted a Massage Enterprise license application for the 2020 license period. In 2019, one of the existing massage therapist enterprise establishment decided not to renew their license for the 2020 period. Approving this massage enterprise license would not exceed the total number of allowed massage enterprise licenses (6) in the City.

The City Attorney has reviewed the application and noted a few minor deficiencies that should be corrected prior to issuing the license. The City Clerk is working with the applicant to remedy the deficiencies. The Golden Valley Police Department has conducted the background investigations and found Everyone Healing meets the City licensing guidelines.

Financial Or Budget Considerations

Fees received for Massage Therapist licenses help to defray costs the City incurs to administer license requirements.

Recommended Action

Motion to approve the issuance of the of Massage Therapist Establishment License for Everybody Healing Center located at 8085 Wayzata Blvd, Suite 10 for the license period of July 7, 2020 through December 30, 2020 contingent upon provision of minor items missing from application materials.

Planning Commission

June 8, 2020 – 7 pm

REGULAR MEETING MINUTES

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1. Call to Order

The meeting was called to order at 7:00 by **Chair Blum**.

Roll Call

Commissioners present: Rich Baker, Ron Blum, Adam Brookins, Andy Johnson, Lauren Pockl, Ryan Sadeghi, Chuck Segelbaum,

Commissioners absent: None

Staff present: Jason Zimmerman – Planning Manager, Myles Campbell – Planner

Council Liaison present: Gillian Rosenquist

Prior to a motion, **Chair Blum**, asked if there would be a discussion on the Zoning Code Text Amendment or if the group would go right to a motion after the hearing. **Commissioner Baker** said he'd like a discussion and noted the agenda didn't explicitly state a recommendation was required at the end of this meeting. **Commissioner Segelbaum** asked staff for clarification on the need for a recommendation. **Jason Zimmerman, Planning Manager**, stated that a recommendation today is assumed as that's typical after a hearing. **Zimmerman** added that after the hearing, the item may be tabled before the vote and the Commissioners would be able to vote at the next meeting.

2. Approval of Agenda

Chair Blum asked for a motion to approve the agenda.

MOTION made by **Commissioner Baker**, seconded by **Commissioner Sadeghi** to approve the agenda of June 8, 2020, as submitted. Staff called a roll call vote and the motion carried unanimously.

3. Approval of Minutes

Chair Blum asked for a motion to approve the minutes from May 27, 2020.

MOTION made by **Commissioner Pockl**, seconded by **Commissioner Brookins** to approve the May 27, 2020 meeting minutes. Staff called a roll call vote and the motion carried unanimously.

4. Informal Public Hearing – Zoning Code Text Amendment



This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



Applicant: City of Golden Valley

Purpose: Proposed Adjustments to Narrow Lot Regulations

Jason Zimmerman, Planning Manager, gave a presentation on this item's history and background from November 2017 when the initial discussion took place through May 2020 when the Planning Commission reviewed and discussed the staff's draft of changes. He reviewed the City Council's request, locations where these lots exist, and all the meetings held to address this concern.

Zimmerman displayed the list of nine items for code amendments and staff recommends 1-8 have changes and 9 stays as is:

1. Side yard setbacks
2. Garage stall requirements
3. Slope of "tent" portion of building envelope
4. Side wall height at side setback line
5. Second story dormers
6. Side wall articulation
7. Secondary front yard setbacks
8. Lot coverage
9. Amount of impervious surfaces (to stay as is)

Zimmerman expanded on each item throughout the presentation and responded to questions as Commissioners posed them.

Zimmerman moved on to review the public comments that City staff received regarding the narrow lot topic. 54 total comments were received via the Golden Valley website or email to Planning staff. 10 of those comments were from folks living on a narrow lot, 8 addresses total as more than one person at an address made comment. 44 comments were from people not on a narrow lot and the commenters were mostly from the North Tyrol area. None of the commenter addresses were immediately adjacent to blocks with narrow lots. Most commenters were within a block or two but some were over a mile and a half away.

The top 5 comment themes were as follows:

1. Don't reduce lot sizes or allow more lot splits.
2. Do more to restrict home construction on narrow lots.
3. Do more to protect open/green/landscaped/natural areas.
4. Certain proposed changes are too restrictive or problematic (single car garage provision, limiting second floor space)
5. Changes seem reasonable and help provide housing diversity.

In addition to these comments, a local designer/builder that has offered perspective before commented on their concern for reducing building envelope and imposing garage restrictions.

Commissioner Baker chimed in to clarify by saying staff is not proposing tighter garage restrictions but rather loosening them. **Zimmerman** responded by saying that staff is no longer requiring two garage stalls even though most people want them. Limiting a garage façade may lead to a single stall garage for some lots. **Commissioner Segelbaum** asked if in general, these new regulations are more restrictive for builds than currently exist. **Zimmerman** responded that's accurate except for dormer space, however that's in response to being more restrictive in other areas.

Chair Blum opened the public hearing at 7:42 pm, there were two callers in the queue at the time of opening.

Public Comments:

Ruth Paradise, 8515 Duluth Street, said designers may have mentioned a trend of more bedrooms, but in her neighborhood, there are a few houses with one person living there. Some have said they wanted a smaller house but couldn't find one. Ms. Paradise stated this could be an opportunity for smaller single-family homes.

Cathy Waldhauser 3220 Orchard Ave N, stated that the Planning Commission compromises are spot on, they will solve most concerns about homes being too large for narrow lots. Waldhauser stated that she hopes development can occur in other parts of the city with this compromise. She'd like to see clusters of smaller homes on smaller lots in the city, she understands this isn't the goal now but maybe Golden Valley can head in that direction.

Commissioner Baker stated he's becoming convinced that the dormer size/information with only details from designers and builders isn't sufficient and would like input from others who are thinking ahead to the future of construction and who are focused on housing equity and affordability. **Commissioner Segelbaum** responded he believes the Commission has been careful not to weigh too heavily any one opinion, but to look at the collective. The conversation moved into lots that are marketable and buildable.

Mary-Jane Pappas, 20 Ardmore Drive, stated when thinking about the future, we all need to be more mindful of how much raw material is being used. We also need to be more economic when considering building a home and leaving green space when possible. Pappas agrees with two bathrooms and two garage stalls because it creates resale value but economic value needs to be considered. Many people prefer smaller homes as it cuts down on costs and maintenance.

Commissioner Brookins stated the group shouldn't require minimum or max garage size. He would feel more comfortable not having that requirement at all as he feels that he can't justify it.

The conversation continued regarding the topics listed by staff, past conversations, public input, and the idea of considering building for projected demand instead of what's desirable today. A number of Commissioners stated they considered public input and were troubled that some residents didn't feel their input was actually considered.

Baker requested discussion on dormer dimensions and stated he would not support a recommendation today. **Blum** then suggested the group go through each of the 9 items and assess the group's agreement. **Segelbaum** pointed out that each item is dependent on another so if one changes then the others will too. **Brookins** stated the group should come to a decision otherwise the conversation may continue for a few more months.

Mary-Jane Pappas, 20 Ardmore Drive, commented on Baker's statement about needing a model to see what the shading is with dormers. She suggested looking at an architect's plans and using that as a guide for minimum requirements.

Commissioner Sadeghi stated that he has access to a program that has a sun setting and that creating a model and utilizing the sun shade setting would be easy.

The Commission moved on with staff to review all the listed items and restate Commissioners previous opinions on each; discussion followed.

Chair Blum closed the public hearing at 8:44pm

Commissioners entered in to a conversation regarding the garage stall requirements and transitioned into a conversation about dormers. **Baker** wanted to know the shadowing effect based on dormers at different percentages. **Commissioner Pockl** asked if the regulations presented are similar to those a previous builder suggested. Staff clarified that the dormer regulations were stricter than the builder originally stated they'd like to see. These dormer regulations are to address second floor usability but not to "give back" space and mimic a full second floor. **Brookins** stated he likes the dormer percentages even if they seem a bit too strict to him. Based on questions, staff clarified gable and shed dormers.

The discussion transitioned into specific percentages, measurements, and the desire to see modeling to understand proximity and shading.

MOTION made by **Commissioner Baker** and seconded by **Commissioner Johnson** to table the item to the June 22, 2020 meeting with staff providing more information on dormers.

Staff took a roll call vote and it passed 5-2.

Aye: Baker, Blum, Johnson, Pockl, Segelbaum

Nay: Brookins, Sadeghi

Televised portion of the meeting concluded at 9:46 pm

5. Council Liaison Report

Council Member Rosenquist updated the Commission on the City Council meeting where the Schuller's rezoning was discussed. The applicant withdrew prior to the staff presentation and will work to find a compromise solution before the summer of 2021. She also mentioned the recent Council/Manager meeting and the fact that the City will move forward with hiring an Equity, Inclusion, and Volunteer Manager. **Chair Blum** asked a question about composting.

6. Reports on Meetings of the Housing and Redevelopment Authority, City Council, Board of Zoning Appeals, and other meetings

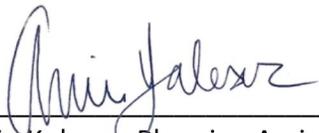
Planning Manager Zimmerman confirmed that Commissioner Brookins would be the Planning Commission representative at the next Board of Zoning Appeals meeting.

7. Other Business

None.

8. Adjournment

MOTION made by **Commissioner Pockl**, seconded by **Commissioner Baker** and the motion carried unanimously to adjourn the meeting at 9:58 PM.



Amie Kolesar, Planning Assistant



Adam Brookins, Secretary

Environmental Commission

May 18, 2020 – 6:30 pm

REGULAR MEETING MINUTES

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1. Call to Order

The meeting was called to order by Chair Seys at 6:33

2. Roll Call

Commissioners present: Scott Seys, Debra Yahle, Tonia Galonska, Dawn Hill, Jim Stremmel, Wendy Weirich, Shannon Hansen

Commissioners absent: None

Council Members present: Larry Fonnest

Staff present: Eric Eckman, Environmental Resources Supervisor;
Emma Pierson, MN GreenCorps Member;
Carrie Nelson, Administrative Assistant

3. Resignation of Commission Member Susan Phelps

4. New Member Shannon Hansen

A. Shannon Hansen was given her Official Oath by Chair Seys

5. New Member Wendy Weirich

A. Wendy Weirich was given her Official Oath by Chair Seys

6. Approval of Agenda

MOTION by Commissioner Hill, seconded by Commissioner Stremmel to approve the agenda of May 18, 2020 and the motion carried with the following additions recommended by Eric Eckman to the Commission:

- 5A. Annual Commissioner Re-Orientation
- 5B. Review Commission Bylaws



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7. Approval of February 24, 2020 Regular Meeting Minutes

MOTION by Commissioner Yahle, seconded by Commissioner Galonska to approve the minutes of April 27, 2020 as submitted and the motion carried.

8. Old Business

A. Partners in Energy Update

- i. 2-year Cooperative Program with Xcel Energy
- ii. City is working on developing an Energy Action Plan
 1. 6 months of planning
 2. 18 months of implementation
- iii. Currently entering the recruitment phase of a 12-14 member team.
Recruitment will start soon.
 1. Commissioners Hill and Galonska interested in applying.
 2. Possibly members from other various boards/commissions such as the Human Rights Commission, Planning Commission, Rising Tides Task Force.
 3. Also recruit from Golden Valley businesses and institutions, Community Organizations, Multi-Family Organizations.
 4. 1-2 citizen members not currently serving on boards/commissions.

B. 2019 Annual Report and 2020 Work Plan

- i. Presented May 12 at the Council/Managers meeting. Council members are appreciative of the work done by the commission and excited for the proposed work to come.
- ii. Council will officially accept the 2019 Annual Report and approve 2020 Work Plan at the May 19 meeting.
- iii. At the June meeting we will discuss ideas for the cooperative project between the Human Rights Commission and the Environmental Commission.

C. Curbside Organics Collection - Commission Summary Report

MOTION by Commissioner Hill, seconded by Commissioner Stremmel to approve the Curbside Organics Collection Commission Summary Report and the motion carried with the following changes:

- i. Change the 2nd to last paragraph to reflect that 'the Commission took all public comments into consideration when it made its recommendation, as the citizen survey and open house were still ongoing.'
- ii. Delete 'and potentially offer first year assistance to low and fixed income residents' from the last paragraph.

D. Curbside Organics Collection - Update on Public Input

- i. The Citizen Survey Closes on May 20. As of this meeting there have been 236 responses. Here are the results:
 1. 87% of respondents are very or somewhat familiar with organics recycling
 - 44% of respondents currently recycle organics at their home

- 27% of those recycling organics at home use curbside organics collection by a hauler
2. Aspects of Organics Recycling Most Important to Respondents (out of 236):
 - a. Environmental Impact – 204
 - b. Cost of Service – 115
 - c. Creating a marketable product such as compost – 93
 - d. Transparent pricing – 77
 - e. Reducing the size of your trash bin – 75
 - f. Number of trucks on streets – 66
 - g. Storage of an additional bin – 50
 - h. Other - 12
 3. Currently/Willing to Pay
 - a. 14% of all respondents currently pay a hauler to collect organics.
 - b. 60% of those without service would be willing to pay for curbside organics collection (**65% of all respondents support curbside organics, either currently participating or willing to pay**)
 4. Monthly Cost People are Willing to Pay
 - a. \$1 - \$5 – 43 respondents
 - b. \$6 - \$10 - 56 respondents
 - c. \$11 - \$15 - 12 respondents
 - d. \$16 - \$20 - 5 respondents
 - e. Over \$20 - 2 respondents
 5. 72% of respondents would be interested in picking up finished compost
 6. 64% of respondents support the City changing code to allow collection bins to be visible from the street at all times
 7. Virtual Open House –
 - a. Topics Covered:
 - i. What is Organics Recycling
 - ii. Benefits of Organics Recycling
 - iii. Recycling Methods
 - iv. Resilience & Sustainability Plan
 - v. Metropolitan Solid Waste Management Policy Plan
 - vi. Hennepin County Solid Waste Management Policy Plan
 - vii. Hennepin County Ordinance 13 and Compliance Options
 - viii. Other Cities' Participation Rates and Costs
 - ix. Cart Comparisons
 - b. A "pay for your neighbor" program could be explored for feasibility after Council gives direction on which type of program the City will be implementing. The City would like to make organics recycling accessible and affordable for all residents.
 - c. Once City Council gives direction on a program to implement, the City will explore education campaign opportunities for the public to

learn more about Organics Recycling. Volunteers could be part of that effort.

- d. Recycling MRFs (Material Recovery Facilities) are required to recover a minimum of 85% of recyclable materials that enter the facility. The State of Minnesota has strict requirements for MRFs and does not allow the landfilling of recyclable materials.
- e. The State of Minnesota places responsibility for waste disposal on waste generators and producers. The resident would be considered a waste generator and therefore responsible for the cost associated with managing that waste. To incentivize waste reduction, recycling, and organics recycling over landfilling, the State and County tax landfilling services but not recycling and organics recycling services. Waste reduction is indeed the best practice, but is not always feasible for every scenario. The Environmental Commission's 2020 work plan includes exploring limitations on certain types of plastics and containers.

9. New Business

- A. Commissioner Re-Orientation
- B. Review of Commission By-Laws
 - i. Eckman mentioned that Council will be considering the changes proposed by the Commission in summer 2019 and will report back at the next meeting.
 - ii. No new changes proposed by Commission in 2020.
- C. Election of Officers

MOTION by Commissioner Hill, seconded by Commissioner Galonska to re-elect Commissioner Scott Seys as Chair and Commissioner Debra Yahle as Vice-Chair and the motion carried.
- D. Hennepin County Climate Action Plan
 - County Wide Plan
 - Hennepin County is reaching out to Cities, Watersheds, Park Districts, and others to understand issues and needs and find common interests and mutual goals. We're experiencing climate change with wetter weather, warmer winters, and excessive heat and drought now and in the future. DNR Office of Climatology is already seeing this and has been for the last few decades. How do we respond to this at a local level? How do we adapt? How do we prevent some of these issues?
 - Focus areas prioritized by partners are:
 - o Water, natural resources and land use
 - o Transportation and Infrastructure
 - o People: Health, behavior, & disparity reduction
 - o Buildings and energy
 - o Waste and materials

- Staff will provide updates and announce any opportunities for input as the plan continues to develop.
- E. Program/Project Updates
 - i. Will a lack of a state bonding bill affect the project at Wildwood Park/SEA School?
 - 1. The studying and planning will continue. Depending on how much/little funding we get from a state bonding bill the project may have to be completed in stages.
- F. Council Updates
- G. Other Business

10. Adjournment

MOTION by Commissioner Galonska, seconded by Commissioner Yahle to adjourn the meeting at 8:33 pm and the motion carried.

ATTEST:

Carrie Nelson, Administrative Assistant

Scott Seys, Chair

Board of Zoning Appeals

April 28, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Board of Zoning Appeals meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meeting by calling 1-415-655-0001 and entering the meeting code 806 533 109.

Call To Order

The meeting was called to order at 7 pm by Chair Nelson.

Roll Call

Members present: Nancy Nelson, Richard Orenstein, Chris Carlson, Sophia Ginis, Kade Arms-Regenold

Board Members absent:

Staff present: Planning Manager Jason Zimmerman and Planner Myles Campbell

Approval of Agenda

MOTION made by Nelson, seconded by Orenstein to approve the agenda of April 28, 2020, as submitted and the motion carried unanimously.

Approval of Minutes

MOTION made by Nelson, seconded by Orenstein to approve the December 16, 2019, meeting minutes as submitted and the motion carried unanimously.

Councilmember Larry Fonest greeted all members and introduced himself to the new BZA members. He gave a brief review, what to expect, and congratulated the BZA on their continued hard work.

Annual Board of Zoning Appeals Orientation

Jason Zimmerman, Planning Manager, started orientation with an introduction to the City of Golden Valley's demographics, the City Council, the City Manager, and City Leadership. **Zimmerman** continued on to describe the Boards and Commissions, discuss bylaws and city code, the annual calendar, meetings, and member terms. **Zimmerman** expanded on Board and Commissioner roles and responsibilities, guiding principles and code of conduct, written record, and adhering to the state statute.

Variance Training for Board Members

Jason Zimmerman, Planning Manager, gave a presentation on what a variance is, what types of variances are allowed, and what ordinance criteria leads to approval. **Zimmerman** expanded on the previously mentioned state statute and the legal standard for variances. **Member Carlson** asked about



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the application and review process prior to an applicant presenting to the BZA. **Myles Campbell, Planner**, illustrated the process, analysis, and potential alternatives to applying for a variance.

Presentation of 2019 Board of Zoning Appeals Annual Report

Myles Campbell, Planner, presented the annual report:

In 2019:

- 33 Variances were considered
 - 30 variances were in the Residential (R-1) Zoning District
 - Top three types of requests were for front setbacks, side setbacks and fence height.
 - 21/33 Variances Approved
 - 2/33 Variances were approved with Modifications
 - 1/33 Variances were tables
 - 9/33 Variances were denied

Campbell expanded on the variances based on project type and then gave a 5-year summary of variances considered and their type.

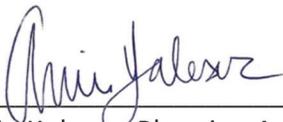
Officer Elections

Nancy Nelson nominated **Richard Orenstein** for Chair and it was seconded by Sophia Ginis. Richard Orenstein nominated Sophia Ginis for Vice Chair and it was seconded by Nancy Nelson.

Staff took a roll call vote and both nominations passed unanimously.

Adjournment

MOTION made by **Chair Nelson**, seconded by **Orenstein** and the motion carried unanimously to adjourn the meeting at 7:50 pm.



Amie Kolesar, Planning Assistant



Richard Orenstein, Chair

Board of Zoning Appeals

May 26, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Board of Zoning Appeals meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meeting by calling 1-415-655-0001 and entering the meeting code **287 526 927**.

Call To Order

The meeting was called to order at 7 pm by Chair Orenstein.

Roll Call

Members present: Nancy Nelson, Richard Orenstein, Chris Carlson, Sophia Ginis, Kade Arms-Regenold, Ron Blum – Planning Commissioner

Members absent:

Staff present: Planning Manager Jason Zimmerman and Planner Myles Campbell

Approval of Agenda

MOTION made by Nelson, seconded by Orenstein to approve the agenda of May 26, 2020, as submitted. Staff took a roll call vote and the motion carried unanimously.

Approval of Minutes

MOTION made by Nelson, seconded by Carlson to approve the April 28, 2019, meeting minutes as submitted. Staff took a roll call vote and the motion carried unanimously.

1. 1421/1435 Rhode Island Ave North

Taylor Ward, Applicant

Requests:

Section 113-88, Subd. (f)(1)(a) – 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.

Section 113-88, Subd. (g)(3) – 11 square feet off the maximum allowed 1,000 square feet of accessory space to a total area of 1,011 square feet

Section 113-88, Subd. (n)(4) – Wavier to allow a second curb cut without a second legal garage

Section 113-88, Subd. (n)(2) – 3 feet off the required 3 feet to a distance of 0 feet at a paved area's closest point to a side yard line



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All four requests were presented on at the same time.

Myles Campbell, Planner, started with a background on the lot which originated as 3 smaller lots that were then combined into a single parcel in 2008; the existing home at 1421 was built in 2009. A subdivision request was recently approved to make two 80-foot lots; 1421 to the south and 1435 to the north. The first two variance requests are related to the new property at 1435 and the second two variances in this list are related to the 1421 property.

An existing curb cut and driveway is located on this property and is now situated on the property line of the two lots. This driveway was grandfathered in when the lots were combined but now with the lot split, the driveway needs to be brought to conformity or remove the curb cut. **Campbell** presented a slideshow with photos of the lots and plans to illustrate the location and the variance requests. Campbell reminded the group that there are three main items to consider during a staff analysis:

1. Consistency with Zoning Code
2. Consistency with Comp. Plan
3. Property exhibits “practical difficulties”
 - a. Reasonable use
 - b. Unique circumstances not created by the landowner
 - c. Does not alter the essential character

Campbell reviewed the zoning code and said staff felt all four requests largely matched with the purpose statement in the city code. When looking at code related to the R-1 district, the requests would not allow additional unit density, garages and recreational vehicle storage are complementary to residential use, but an additional curb cut is a more significant deviation from the purpose of the R-1 district. Looking at the 2040 Comprehensive Plan, the requests generally fit with the goals of the Land Use and Housing Chapters of the 2040 Comprehensive Plan. Action on the curb cut (variance or removal) resolves subdivision conditions. This project is a great example of reinvestment and infill development.

Regarding the front setback variance request: keeping the home in line with others on the street is reasonable. The City acquired the additional ROW, this was not a choice made by the homeowner, this action created a shallower lot to build on than surrounding properties. Keeping the home in line with the others is less disruptive to the neighborhood character.

Regarding the accessory structure: having a garage is reasonable however the site has a two-car garage and an additional one is an optional amenity. The lot is standard and therefore the limitation is the existing garage that remained. 11 extra feet of additional area would not be a noticeable impact to the existing character. Additionally, 11 feet could be found by reducing the single-car garage width slightly and still maintain space for a standard width vehicle.

Regarding the curb cut and driveway: vehicle storage in rear yards is expected however secondary curb cuts and driveways without garages are discouraged and disallowed in the cases of new builds. The home’s proximity to the southern property line likely won’t allow enough room to extend the primary driveway across the rear yard. Street parking levels don’t constitute a unique

circumstance. Grandfathered curb cuts exist in many older single family neighborhoods throughout the city, but few are granted conformity through variance requests. Shared driveways aren't uncommon either but require the owner draft a private easement providing joint access and maintenance.

In conclusion, staff recommendations are as follows:

- Staff recommends **approval** of the variance request of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.
- Staff recommends **denial** of the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011.
- Staff recommends **denial** of the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut.
- Staff recommends **denial** of the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line.

Chair Orenstein asked what caused the issue for the curb cut since it had been in existence.

Campbell responded that the subdivision approval process requires the new lots be conforming and the existing driveway was considered a non-conformity. There are other lots with a second driveway that lead to the back of the lot and are used for vehicle storage. Those driveways are grandfathered in and as long as the property isn't subdivided, it'll remain grandfathered in.

Taylor Ward, Applicant, stated the appeal for him to purchase the property was the second driveway so he could store recreational vehicles and keep them off the road. **Jason Zimmerman, Planning Manager**, asked the applicant if his boat could be stored at the northern property. **Ward** responded that his parents will be living at the southern property and it's their boat. He will be living on the northern property and the existing driveway is too narrow for the boat. He also stated the financial burden of removing the concrete and the city requirements for a contractor to replace the curb cut. **Member Nelson** asked the applicant if reducing the attached garage width would be still a usable space and **Ward** responded that he can reduce the width, he just would prefer to have a wider garage for ease of use.

Chair Orenstein asked if there were any members of the public wishing to speak, none were present. **Campbell** reminded the Board they had a letter in the packet from a neighbor of the applicant, supporting the driveway variance.

The Board entered in to a discussion about the variance requests and a motions request was made for each individual variance.

A **MOTION** was made by **Nelson** and seconded by **Orenstein** to follow staff recommendation and approve the variance request of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and deny the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Carlson** to follow staff recommendation and deny the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Carlson** and seconded by **Blum** to follow staff recommendation and deny the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line. Staff called a roll call vote and the motion passed unanimously.

2. 4725 Olson Memorial Highway

Mike Olson, Applicant

Requests:

Section 113-95, Subd. (g)(10)(c) – 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the wide yard (west) property line

Section 113-95, Subd. (f)(10)(b)(2) – 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line

Section 113-151 – Waiver of the prohibition on parking within the front yard landscaped area

Section 113-151, Subd. (c) – 3 spaces off the 36 parking spaces required for a total of 33 parking spaces on the property

Myles Campbell, Planner, started with a background of the applicant and the four variance requests that will be addressed together. The property is a current office building on Olson Memorial and the applicant is intending to build an accessory storage structure on the lot. The gross square footage of the principal structure is 9,216 and the lot area is about 38,583 sq. ft. There are currently 28 parking spaces including 2 handicap spaces. Variances were approved in 2000 for a significant expansion of the building to the west. The expansion wasn't completed but the parking distance from the side and rear property were brought in to conformity as part of the approvals. Staff used the same three items in their analysis as with the previous variance.

Regarding the accessory structure setback: these structures are allowed in the district and this structure otherwise meets the use, size, and design standards of the code. The lot layout creates issues locating a detached structure. The connection to the parking lot is also necessary to move materials to and from vehicles. The structure would abut a large parking lot to the west, a railroad to the south, and not impact any principal issues.

Regarding the front setback and overhang: the overhang redesign is reasonable in its finish and scale; previous variances have approved much more intrusive changes to the front setback. The lot has a unique shape and the cul-de-sac causes the front yard to narrow near the building entrance. An updated overhang matches the finishing on the accessory structure and staff doesn't feel it detracts from nearby structures.

Regarding new accessible spaces: the new space locations will reduce the distance between the lot and building entrance. Maintaining the current location of the accessible parking is an option, but would result in fewer parking spaces on site. This item would impact the view from the frontage road and essentially create a parking par at the end, this may not detract from the character but it's a notable change. The location in relation to the frontage road eliminates a landscaped buffer and that is a significant variance from code.

Regarding minimum parking provided: the applicant has increased total parking provided on site while maintaining good circulation through the existing lot. The current lot is at the max for usable spaces but providing additional parking to the east, as approved in 2000, isn't optimal as it requires additional setback variances and increases the site's total hardcover. Additional spaces shouldn't have an impact on existing character.

In conclusion, staff recommendations are:

- Staff recommends **approval** of the variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line.
- Staff recommends **approval** of the variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line.
- Staff recommends **denial** of the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road.
- Staff recommends **approval** of the variance of 3 parking spaces of the required 36 spaces required for the lot. *Additionally*, staff is open to increasing this variance approval to 6 spaces off the required 36 in the case that the Board does not approve the preceding variance allowing the new accessible spaces.

Mike Olson/Brett Amundson, Applicants, responded that the goal for accessible parking to the front is to create equal access to the front of the building. Board members asked if there was an elevator in the rear and the applicant responded no but they're installing a lift at the front and with the added front access, all tenants will have the ability to use the front door. They didn't want to create a situation where anyone who needed ramp access, had to use the back door.

Chair Orenstein asked if there were any members of the public wishing to speak, none were present.

The Board entered in to a discussion about the variance requests and a motion request was made for each individual variance.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and approve the variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line. *Added Condition:* the applicant will construct the facility consistent with the plans submitted or be held to the standards of the materials section of the zoning code, whichever is more stringent. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Nelson** and seconded by **Orenstein** to follow staff recommendation and approve the variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Nelson** and seconded by **Carlson** to follow staff recommendation and deny the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and approve the variance of 6 parking spaces off the required 36 spaces required for the lot. Staff took a roll call vote and the motion passed unanimously.

Adjournment

MOTION made by **Nelson**, seconded by **Chair Orenstein** and the motion carried unanimously to adjourn the meeting at 9:03 pm.



Amie Kolesar, Planning Assistant



Richard Orenstein, Chair



EXECUTIVE SUMMARY

Physical Development

763-593-8030 / 763-593-8109 (fax)

**Golden Valley City Council Meeting
July 7, 2020**

Agenda Item

3. E. 1. Approve Construction Contract for the 2020 Pennsylvania Woods Habitat Restoration Project

Prepared By

Drew Chirpich, Environmental Specialist

Summary

The Minnesota Department of Natural Resources (DNR) manages the Conservation Partners Legacy (CPL) program to provide competitive matching grants to restore, protect or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. Nonprofit organizations and government entities are eligible for CPL funding. In 2019, this grant program funded work in the Bassett Creek Nature Area, and staff recognizes this as an excellent opportunity to fund restoration and habitat enhancement in more of its natural areas.

The scope of the Pennsylvania Woods Habitat Restoration Project is to remove invasive species such as buckthorn and to seed and plant desirable native species that enhance habitat, recreational use, and prevent erosion throughout the nature area. As shown on the attached location map, the restoration work would occur only in areas of Pennsylvania Woods that were not already enhanced as part of the DeCola Ponds B & C Improvement Project.

This work aligns with the City's goals identified in its Natural Resource Management Plan. Goal #1 is to Protect, Preserve, Restore, Enhance and Acquire Natural Areas and Open Space. Within the Management Plan are concept plans and implementation actions for each Nature Area. Staff worked with the Environmental Commission to prioritize work in its Nature Areas, and based upon many criteria, Pennsylvania Woods was next on the list for this type of restoration project.

On January 2, 2020, the City Council approved a resolution authorizing the execution of a Conservation Partners Legacy Grant application with the Minnesota Department of Natural Resources. The DNR recently notified the staff that Golden Valley was awarded the full \$50,000 grant request to complete the restoration project. Removal of invasive species within the Nature Area is expected to commence in the fall of 2020. Ongoing integrated plant management for the project will continue through 2023.

Three quotes were received and are listed below:

Contractor	Total Bid
Landbridge Ecological	\$44,855.75
Applied Ecological Services	\$52,676.05
Prairie Restorations, Incorporated	\$74,441.00

Staff reviewed the bids and found them to be accurate and in order. Staff recommends awarding the quote to Landbridge Ecological.

Financial or Budget Considerations

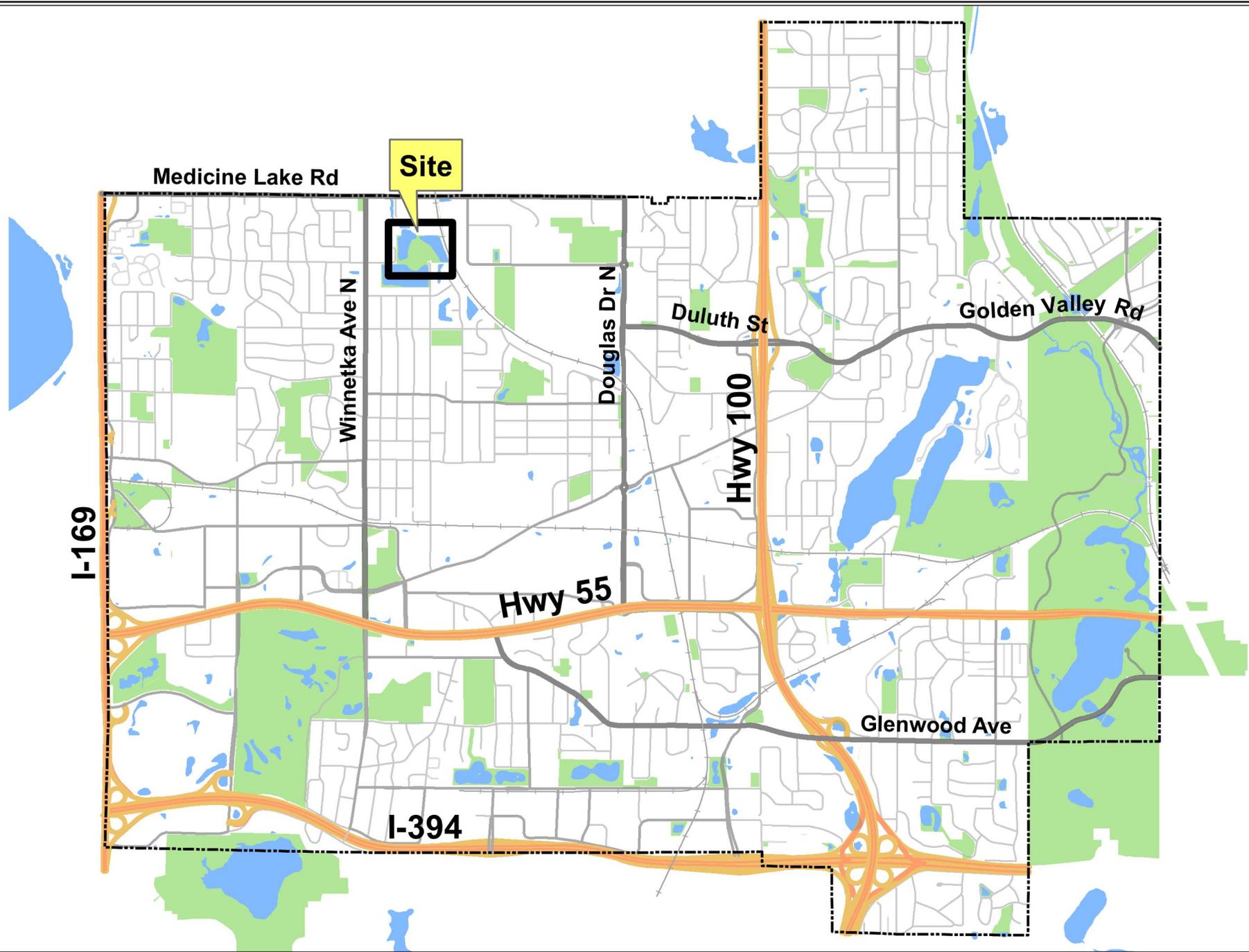
On March 17, 2020 the City approved a Grant Agreement with the Minnesota Department of Natural Resources to accept the Department of Natural Resources Grant – Pennsylvania Woods Habitat Restoration. The City received the maximum grant award in the amount of \$50,000 and is required to provide a local match of 10% cash or in-kind resources up to \$5,000. Funds are available in the Environmental Control budget 7303.6340.

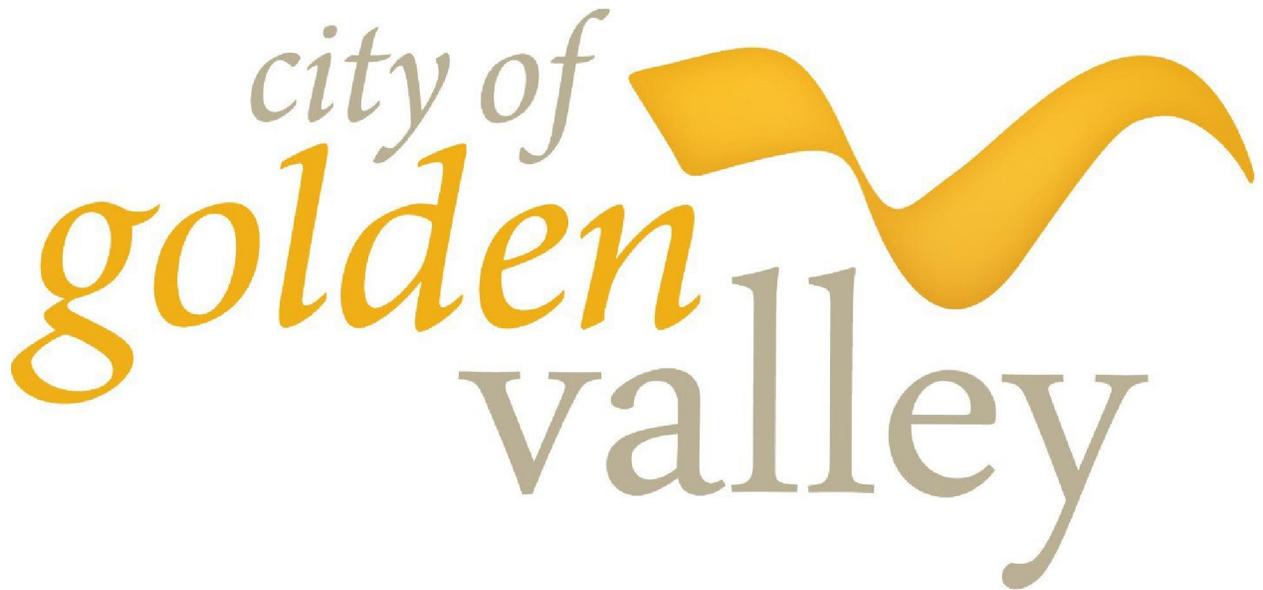
Recommended Action

Motion to authorize the Mayor and City Manager to execute an agreement for the Pennsylvania Woods Habitat Restoration with Landbridge Ecological Services in the form approved by the City Attorney for the Restoration Project No. #20-07 in the amount of \$44,855.75

Supporting Documents

- Location Map (1 page)
- Contract for Local Improvement (31 pages)





**Project Quote Package and Specifications
PENNSYLVANIA WOODS NATURE AREA
HABITAT RESTORATION
CITY PROJECT NO. 20-07**

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under laws of the State of Minnesota.



Jeff Oliver, PE, City Engineer

Date June 5, 2020

Reg. No. 23110

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CONTRACT FOR LOCAL IMPROVEMENT

THIS AGREEMENT is made this 7th day of July, 2020 (the "Effective Date") by and between Landbridge Ecological, a corporation located at 670 Vandalia Street, St. Paul, Minnesota 55114 ("Contractor"), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the "City"):

RECITALS

- A. Contractor is engaged in the business of habitat and natural area restoration.
- B. The City desires to hire Contractor to provide for invasive species control and native vegetative habitat enhancement within Pennsylvania Woods Nature Area in Golden Valley, Minnesota (the "Project").
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and Contractor agree as follows:

AGREEMENT

1. **The Work.** Contractor shall perform the work more fully described in the attached Exhibit A (the "Work"). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. All Work shall be completed according to the specifications set forth in the attached Exhibit B and the plans in the attached Exhibit D. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor's operations.
2. **Time for Completion.** Contractor shall commence Work no later than November 2, 2020. The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City's engineer on or before May 26, 2023 (the "Contract Time"). Contractor shall notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor's expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.
3. **Consideration.** In consideration of the performance of the Work, the City shall pay to Contractor the amount set forth in the attached **Exhibit C** (the "Contract Price"). The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall submit statements to the City containing a detailed list of Project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **DNR Grant Contingency.** The City's obligation under this Agreement is contingent upon the City receiving DNR ECP Grant funds.

5. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

6. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein.

In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

7. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

8. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

9. **Protection of Persons and Property.** Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

10. **Acceptance of the Work.** All of the Contractor's Work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by a Certificate of Final Completion issued by the City, which shall state the date on which the City accepts the completed Work (the "Final Completion Date").

11. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, is not suspended or debarred in Minnesota, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

12. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

13. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or

amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at anytime;
- b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

14. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

15. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Work either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

16. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any Work related to the Project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$1,000,000.00 per accident, for bodily injury, death

of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

- c. Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
 - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. Personal and advertising injury;
 - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
 - iv. Bodily injury or property damage arising out of completed operations; and
 - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

12. **Compliance with State Withholding Tax.** Before the City makes final payment for the Work, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on the Project by providing to the City Engineer a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

13. **Performance and Payment Bond.** Prior to Commencement of the Work, Contractor shall make, execute and deliver to the City corporate surety bonds in a form acceptable to the City, in the sum of the contract price for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the Project. Said bonds shall secure the faithful performance and payment of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

14. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates,

and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

15. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the Work which Contractor is to perform and is customarily engaged in the independent performance of the same or similar work for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the Work is performed; however, the nature of the Work and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All Work provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

16. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the Effective Date. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

17. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

18. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

19. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

21. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City

and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Work.

22. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City’s sole discretion.

23. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

24. **No Discrimination.** Contractor agrees not to discriminate in providing the Work under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act as amended (“ADA”), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys’ fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Work under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

25. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is Jeff Oliver, City Engineer, or designee. Contractor’s authorized agent for purposes of administration of this contract is Elissa Thompson, or designee who shall perform or supervise the performance of all Work.

26. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

LANDBRIDGE ECOLOGICAL
Patrick Kelly
670 Vandalia Street
St. Paul, MN 55114
patrick@landbridge.eco

THE CITY OF GOLDEN VALLEY
JEFF OLIVER
7800 Golden Valley Road
Golden Valley, MN 55427
joliver@goldenvalleymn.gov

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Payment of Subcontractors.** Contractor agrees to pay all laborers employed and all subcontractors furnishing material to Contractor in the performance of this contract. If Contractor fails to pay any claims and demands for labor and materials, the City may apply the monies due to Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against Contractor. The amount of such payments shall be deducted from the balance due to the Contractor; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the contractor hereunder.

Pursuant to Minnesota Statutes, Section 471.425, Subdivision 4(a), Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

31. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (pdf) and signatures appearing on electronic mail instruments shall be treated as original signatures.

32. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

LANDBRIDGE ECOLOGICAL:

By: _____

Name: _____

Title: _____

CITY OF GOLDEN VALLEY:

By: _____

Shepard M. Harris, Mayor

By: _____

Timothy J. Cruikshank, City Manager

EXHIBIT A: SCOPE OF WORK

This is a vegetation enhancement project with limited soil disturbance. The Work includes invasive species control and native vegetative habitat enhancement within Pennsylvania Woods Nature Area in Golden Valley, Minnesota. The Work includes, but is not limited to, all labor, equipment, materials and hauling for the completion of the Project and is more fully detailed Exhibit B—Special Conditions. All bid submittals must be accompanied by a completed prevailing wage payroll form (see Exhibit E).

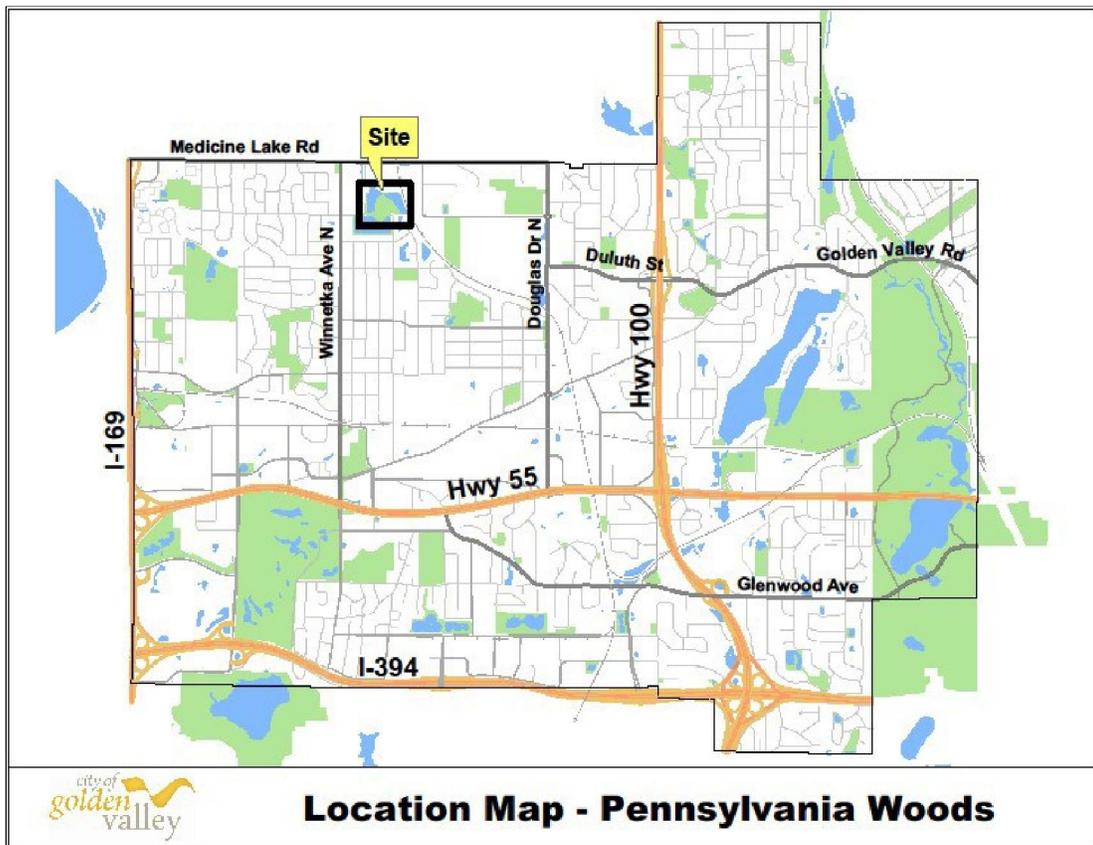


EXHIBIT B: SPECIAL CONDITIONS

**CITY OF GOLDEN VALLEY
SPECIAL CONDITIONS FOR
PENNSYLVANIA WOODS NATURE AREA
HABITAT RESTORATION PROJECT NO. 20-07**

1. **Project Description:** This is a vegetation enhancement project with limited soil disturbance. The Work includes invasive species control and native vegetative habitat enhancement within Pennsylvania Woods Nature Area in Golden Valley, Minnesota. The Work includes, but is not limited to, all labor, equipment, materials and hauling for the completion of the Project. The Project is made possible in part by a grant provided by the Minnesota Department of Natural Resources. By submitting a bid, Contractor acknowledges it is subject to and will comply with all Department of Natural Resources Conservation Partners Legacy Expedited Conservation Project Grant requirements.

2. **Prevailing Wages:** Pursuant to Minnesota Statutes 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Contractor shall comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project. See Exhibit A for the Certified Payroll Form that must be filled out and submitted along with any submitted quotes. All bid submittals must be accompanied by a completed prevailing wage form located in Exhibit E.

3. **Start and Completion Dates:** Award of this contract is scheduled for the Golden Valley City Council meeting July 7, 2020. Contractor shall furnish all required bonds and insurance within one (1) week of award of Contract, and may commence the Work upon issuance of a written Notice to Proceed by the Engineer in charge of the Project (the "Engineer").

This is a three-year planting, establishment, and management project. The majority of the Work will be conducted in the first year, with two subsequent years of monitoring and vegetation management.

Contractor shall begin by November 2, 2020 and complete it no later than May 30, 2023. Delays due to failure by Contractor to provide the necessary insurance and bond documentation in a timely manner for approval, so as to meet the specified Completion Date, will not be considered justification for contract extensions. By entering into a contract to perform the Work, Contractor agrees to substantially complete the Work within the time periods specified. In addition to the invasive species removal and plant establishment, the Project will require three years of vegetation management as part of the contract. This includes but is not limited to: watering, invasive species control, plant replanting, mowing/trimming, spot spraying, burning, and erosion control.

4. **Schedule and Working Hours:** The Work shall begin after the City issues a Notice to Proceed, but no later than November 2, 2020. Working hours shall be from 7 am to 7 pm Monday through Friday, except holidays, unless approved in writing by the Engineer. Contractor shall schedule the Work to comply with this requirement. The City may require Contractor to perform some Work at times other than those indicated if the Engineer deems it is in the best interest of the City and its residents. No claims for extra compensation will be considered for complying with this requirement.

Contractor shall complete invasive species removal on or before December 20, 2020. Contractor shall complete

Native seeding throughout the Project site on or before May 29, 2021. Contractor shall complete the Work, including all Integrated Plant Management and controlled burns, on or before May 30, 2023.

5. **Pre-Construction Conference:** Prior to commencing the Work, Contractor shall attend a mandatory pre-construction conference at the Project site with the authorized representatives of the City, the Engineer and persons of the contracting firm or firms who will have direct responsibility for workmanship and/or materials used in the Project. At the conference, the parties will discuss all aspects of the Work, including a critical path phasing plan and schedule for completion. The parties will discuss and reach an agreement on any and all questionable measurements, materials, methods, or other matters at this conference.

6. **Permits:** Contractor shall obtain all required permits, including but not limited to a Stormwater Management Permit and Right of Way Management Permit from the City, and shall notify all utilities of the Work through the Gopher State One Call system. City permit costs are available by calling the Golden Valley Engineering Department at 763-593-8030. Contractor shall be responsible for all permit costs, including fees and any required bonds and insurance. It is not anticipated that any DNR public water permitting or WCA permits will be required, but if required, Contractor shall obtain and pay for all such permits.

7. **Measurement and Payment:** Payment for all items shall be by the unit price Quote. All quantities listed are estimates only. Contractor shall field verify all quantities and shall contact the City if there is an increase or decrease in the quantities listed. No consideration will be given to requests to modify unit prices due to increased or decreased quantities.

8. **Buckthorn Removal and Treatment:** Buckthorn removal will be considered complete when all buckthorn has been removed, stumps have been treated, and all remnants have been rendered non-viable within the nature area. Priority will be given to mechanical means of removal before using herbicide. If less than 3/8 inches in diameter, plants can be removed by hand. Small seedlings usually do not re-sprout and, therefore must be pulled. For plants greater than 3/8 inches in diameter but smaller than 2 inches, use a hand tool that pulls the shrub out, such as an Uprooter or Root Talon. Hand-pulling tools can cause soil disturbance and disturbed soil may result in increased seed germination. Contractor shall minimize soil disturbance and tap soil and vegetation back into place after pulling plants.

If pulling individual plants is impractical, Contractor may, with written approval from the Engineer, spray the foliage of short buckthorn or seedlings with an approved herbicide.

Buckthorn plants that are two inches in diameter or larger must be controlled by cutting the stem at the soil surface and then covering or treating the stump with herbicide to prevent re-sprouting. Cutting can be effectively done with hand tools (for a few plants), chain saws or brush cutters. The root mass of plants that are 4" or more in diameter should be ground down before treatment. All plant stumps must be chemically treated or capped after cutting. All buckthorn that has been cut must be treated with an herbicide approved in writing by the Engineer. Chemical control options for cut stumps include treating the stump immediately after cutting (within 2 hours) with an herbicide containing triclopyr (Garlon 3A/Vastlan, Garlon 4, or other brush killers with triclopyr) or glyphosate to prevent re-sprouting. Oil-based products of triclopyr ester (Garlon 4, Pathfinder II) can be applied when the temperature is below freezing (below 32 degrees F). If directed to complete the herbicide treatment, Contractor must apply two herbicide treatments to the area during the growing season. Contractor shall follow the chemical usage guidelines in paragraph 9 herein if using chemicals during site buckthorn removal and treatment.

9. **Use of Chemicals.** It is the City's policy to reduce the use of chemicals that have the potential to harm or impact natural resources and human health. Contractor must take all necessary precautions and measures to protect

the environment and human health and safety while working. Contractor shall adhere to the following guidelines whenever using chemicals at the site:

- a. Contractor shall follow all label instructions for herbicides.
- b. All chemicals shall be approved in writing by the Engineer prior to application.
- c. Applicators must be certified pesticide applicators and be trained in the proper techniques for handling and applying the chemicals used. For areas near water resources, Contractor must use chemicals that are approved for the use near water and meet all state and federal regulations. Considering the proximity to wetlands in this Project area, only herbicide approved for use near water will be allowed.
- d. In order to minimize any potentially negative impacts, Contractor shall use the minimum effective rate of the chemicals.
- e. Contractor shall consider weather conditions before applying chemicals to a site.
- f. When using chemicals near water, Contractor shall ensure all chemicals are approved for proximity to water and shall follow all State and Federal guidelines.

10. **Disposal and Controlled Burns.** Contractor may dispose of plant materials by hauling them to an appropriate waste facility or by conducting a controlled burn. Before the movement of any invasive species they must be rendered nonliving and nonviable. Contractor must notify the City at least four weeks in advance if it intends to complete a controlled burn and must obtain prior written approval from the Engineer and Fire Chief to conduct the controlled burn. Approximately two to three weeks prior to the burn, the City will mail an advance notification letter to properties located within 500 feet of the burn area. On the day of the burn, Contractor shall notify all property owners adjacent to the planned burn site. Before conducting a controlled burn, Contractor shall obtain the proper permits from the Department of Natural Resources and the Golden Valley Fire Chief or Fire Marshal. Contractor shall notify the 911 Dispatch Center before and after the burn. Contractor shall also notify neighboring residents and businesses about the burn and potential smoke concerns.

Controlled burns shall only be conducted by trained crews. The controlled burns contemplated as part of the Work are smaller scale, and in a suburban setting. This creates many challenges for the crews. Smoke is typically the biggest concern. If Contractor conducts burns, they shall be conducted with proper wind conditions so smoke does not blow onto busy roadways, or towards buildings. Contractor must also account for the presence of trees and shrubs in or near the planting. Because the burns are wind and weather dependent, the precise timing of a burn is often made 24 to 48 hours prior. All Work must comply with the procedures outlined in DNR Operational Order 113.

11. **2575.502 Native Vegetative Establishment:** Contractor shall establish buffer areas with native vegetation, which shall include the following mixes as shown in the plans:

- a. Wet Prairie Native Seeding: BWSR seed mix 34-262 Wet Prairie, or approved alternative.
- b. Upland Native Seeding: Shady woodland mix or approved alternative

Contractor shall properly prepare the seed bed Proper prior to the seeding, which preparation shall include all required dragging, raking, topsoiling, disking, etc. Contractor shall be solely responsible for replacement or repair of any seeded area that may wash out, erode, or fail to grow prior to the acceptance with no additional compensation therefore. This includes areas that may wash away due to heavy rains or high pond levels.

As part of the seeding Quote items, Contractor shall ensure satisfactory initial establishment of vegetation. Contractor is responsible for successful establishment of the seed and shall replace all unsuccessful seeding until adequate native vegetation is established. This includes watering the areas as necessary and as directed by the

Engineer to promote growth. Insufficient establishment shall be defined as any spots, areas, or patches that have shorter, sparser or otherwise limited establishment relative to satisfactory areas. Contractor shall repair all areas that have insufficient establishment as directed by the Engineer, within (7) days of being notified of said insufficient growth. Whether vegetation establishment is satisfactory shall be determined by the Engineer in their sole discretion.

Contractor shall guarantee that, by the end of the first growing season, at least 90% of seeded areas have uniform plant cover (native) and seedlings of at least 50% of planted species are present and widely distribute. Partial Payment will not be made until there is a 40% uniform vegetative cover throughout the areas seeded. Final payment will only be made when there is a 90% uniform vegetative cover throughout the areas seeded. Contractor will be asked to provide invoice for seed and plant amount verification prior to payment.

12. **3885.503 Erosion Control Blanket:** Contractor shall install Erosion control blankets on all areas to be seeded near water bodies, and slopes greater than 3:1. Any Erosion Control blanket used shall be natural net or biodegradable material, with no synthetic netting. Synthetic net becomes a maintenance issue over time, disrupts wildlife movement, and is often not conducive to seed germination. Any alternative product must be approved by the Engineer prior to use. Straw mulch may be an acceptable alternative in areas located away from water bodies, and where existing vegetation prevents the use of erosion blanket. Contractor shall install all Erosion Control Blanket according to MnDOT spec 3885, and fastened with biodegradable staples or approved alternative.

13. **Integrated Plant Management (IPM):** Integrated Plant Management (IPM) is a combination of many hands-on management techniques used during the growing season. The goal of IPM is to remove unwanted species from the native plantings. The method of control varies by species and density of the weeds. Contractor shall visit the site periodically during the growing season to conduct various IPM tasks, as needed on a site-by-site basis. IPM tasks may include but are not limited to; hand pulling, complete site mowing, spot mowing, inter-seeding, chemical treatment, and woody plant management.

All types of controls will be paid at the same rate. Payment for IPM tasks is reflected in the unit price for IPM for each location and includes all materials, labor and equipment to complete the Work. Contractor shall follow the chemical usage guidelines in paragraph 9 herein if using chemicals during IPM. Contractor shall mark areas that are chemically treated as part of the IPM with signs designated by the Engineer and shall remove signage at the appropriate time. Chemical control is paid under the unit price for each location for IPM and covers all costs of time, material, and chemical.

14. **Erosion Control Log or Equivalent:** Contractor shall coordinate and ensure all appropriate measures have been taken to prevent sediment from leaving the Project site and minimizing sediment transport into the ponds, trails, or adjacent streets. In the event that downslope erosion control is required, Contractor shall stake in straw logs or equivalent. The Project will not be considered completed until all required vegetation is properly established and all temporary erosion control measures have been removed.

EXHIBIT C: PROPOSAL FORM/CONTRACT PRICE



BID PROPOSAL

To: City of Golden Valley
Address:

Contact: Elissa Thompson
Phone: 612-402-4402
Email: elissa@landbridge.eco

Project Name: Pennsylvania Woods Habitat
Project Location: Golden Valley
Addendum #:

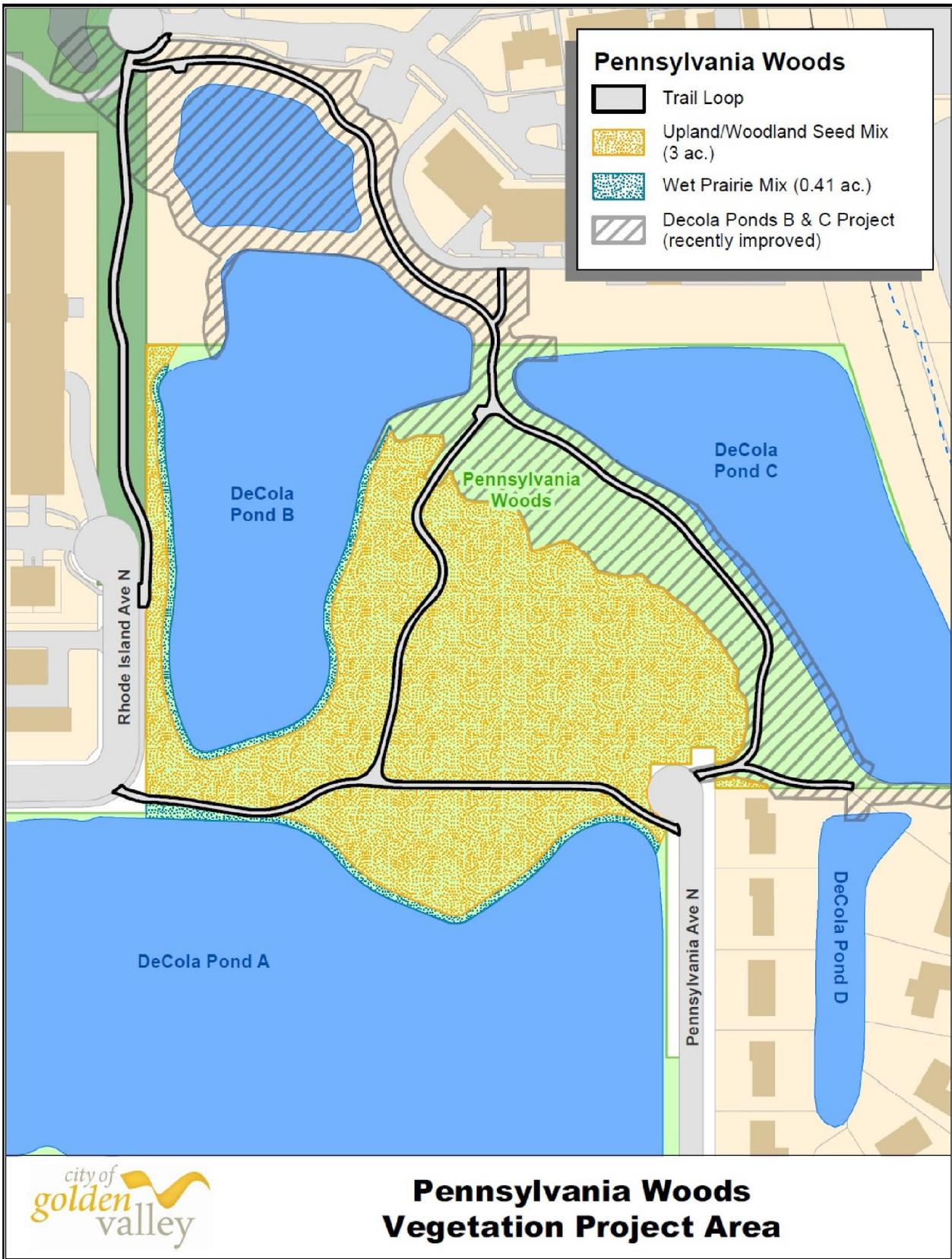
Bid #: 2
Bid Date: 6.22.20

Item #	Item Description	Unit	Est Qty	Unit Price	Total Price
BASE BID					
1	Buckthorn Removal & Treatment *	AC	5.29	\$ 3,200.00	\$ 16,928.00
2	Upland Native Seeding **	AC	3	\$ 2,900.00	\$ 8,700.00
3	Wet Prairie Native Seeding	AC	0.41	\$ 2,775.00	\$ 1,137.75
4	Erosion Blanket (Nat Net)	SY	1400	\$ 2.10	\$ 2,940.00
5	Year 1 IPM***	TRIP	1	\$ 2,000.00	\$ 2,000.00
6	Year 2 IPM	TRIP	2	\$ 2,250.00	\$ 4,500.00
7	Year 3 IPM	TRIP	2	\$ 2,000.00	\$ 4,000.00
8	Year 3 Controlled Burn	TRIP	1	\$ 2,425.00	\$ 2,425.00
9	Erosion Control Log	LF	500	\$ 4.25	\$ 2,125.00
10	Street Sweeping	TRIP	2	\$ 50.00	\$ 100.00

TOTAL BASE BID: \$ 44,855.75

NOTES:
Landbridge Ecological is a locally-owned and operated small, Woman-Owned Business Enterprise (WBE) and is certified through the Minnesota Unified Certification Program (MnUCP) and by the Central Certification Program as a DBE- Small and Women Business Enterprise (S/WBE) in Hennepin and Ramsey Counties. Proof of certification is available on request.
*Assumes Buckthorn Removal Via Cut, Pile, & Burn **Upland seed not specified, per acre cost for upland native seeding based on SSNS Savanna and woodland edge mix. ***Landbridge recommends more than one IPM visit in growing season 1. The primary goal for new seedings is preventing a shade canopy and the seeding out of annual weeds.

EXHIBIT D: PLAN



34-262

Wet Prairie

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/sq ft
big bluestem	<i>Andropogon gerardii</i>	1.12	1.00	6.89%	3.67
fringed brome	<i>Bromus ciliatus</i>	1.68	1.50	10.38%	6.08
bluejoint	<i>Calamagrostis canadensis</i>	0.04	0.04	0.27%	4.00
Virginia wild rye	<i>Elymus virginicus</i>	1.96	1.75	12.07%	2.70
tall manna grass	<i>Glyceria grandis</i>	0.17	0.15	1.02%	3.80
fowl manna grass	<i>Glyceria striata</i>	0.12	0.11	0.73%	3.50
switchgrass	<i>Panicum virgatum</i>	0.84	0.75	5.16%	3.85
fowl bluegrass	<i>Poa palustris</i>	0.22	0.20	1.39%	9.60
Indian grass	<i>Sorghastrum nutans</i>	0.56	0.50	3.44%	2.20
prairie cordgrass	<i>Spartina pectinata</i>	0.56	0.50	3.41%	1.20
	Total Grasses	7.29	6.50	44.76%	40.60
wooly sedge	<i>Carex pellita</i>	0.06	0.05	0.32%	0.47
tussock sedge	<i>Carex stricta</i>	0.02	0.02	0.17%	0.48
fox sedge	<i>Carex vulpinoidea</i>	0.11	0.10	0.66%	3.50
dark green bulrush	<i>Scirpus atrovirens</i>	0.11	0.10	0.72%	17.74
woolgrass	<i>Scirpus cyperinus</i>	0.03	0.03	0.18%	16.00
	Total Sedges and Rushes	0.34	0.30	2.05%	38.19
Canada anemone	<i>Anemone canadensis</i>	0.03	0.03	0.21%	0.09
marsh milkweed	<i>Asclepias incarnata</i>	0.09	0.08	0.55%	0.14
Canada tick trefoil	<i>Desmodium canadense</i>	0.56	0.50	3.41%	1.00
flat-topped aster	<i>Doellingeria umbellata</i>	0.06	0.05	0.34%	1.20
common boneset	<i>Eupatorium perfoliatum</i>	0.03	0.03	0.23%	2.00
grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.02	0.02	0.11%	2.00
spotted Joe pye weed	<i>Eutrochium maculatum</i>	0.04	0.04	0.30%	1.50
autumn sneezeweed	<i>Helenium autumnale</i>	0.06	0.05	0.35%	2.39
sawtooth sunflower	<i>Helianthus grosseserratus</i>	0.06	0.05	0.38%	0.30
great blazing star	<i>Liatris pycnostachya</i>	0.02	0.02	0.17%	0.10
great lobelia	<i>Lobelia siphilitica</i>	0.01	0.01	0.05%	1.40
blue monkey flower	<i>Mimulus ringens</i>	0.01	0.01	0.05%	6.40
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.09	0.08	0.55%	6.50
red-stemmed aster	<i>Symphotrichum puniceum</i>	0.09	0.08	0.56%	2.40
blue vervain	<i>Verbena hastata</i>	0.17	0.15	1.06%	5.25
bunched ironweed	<i>Vernonia fasciculata</i>	0.03	0.03	0.23%	0.30
Culver's root	<i>Veronicastrum virginicum</i>	0.02	0.02	0.14%	6.00
golden alexanders	<i>Zizia aurea</i>	0.28	0.25	1.76%	1.03
	Total Forbs	1.68	1.50	10.45%	40.00
Oats or winter wheat (see note at beginning of list for recommended dates)		6.95	6.20	42.74%	2.76
	Total Cover Crop	6.95	6.20	42.74%	2.76
	Totals:	16.25	14.50	100.00%	121.55
Purpose:	Wet prairie reconstruction for wetland mitigation or ecological restoration.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

BWSR Wet Prairie seed mix 34-262



Center of nature area upland



Looking south



Center of Nature Area near trail



Trail within Nature Area

EXHIBIT E: PREVAILING WAGE FORMS

Minnesota Department of Labor and Industry Certified Payroll Form

This is a two part form consisting of Part 1 - Prevailing Wage Payroll Information listed below and the accompany Part 2 - Statement of Compliance. The contractor and subcontractor(s) shall furnish these completed forms every two weeks to the contracting authority. Copies of the Prevailing Wage Payroll Information form and the Statement of Compliance form are available at DLI.MN.GOV/LS/PrevWage.asp

All payrolls must be certified by attaching to each report a completed and executed Statement of Compliance.

Name of Contractor or Subcontractor						Prime Contractor Name																
Address & Telephone Number						Address & Telephone Number																
Contract Purchase Order Number		Pay Period End Date				Project Name and Location				Payroll #												
1	2	3	4	5 Day of Week & Date (xx/xx)							6	7	8	9	10				11			
Employee Name, Address, & Identifying Number (DO NOT provide Social Security No.)	# of Exemptions	Labor Code and ----- - Classification Title	OT & ST	Su	M	T	W	Th	F	S	Total Hrs This Job	Hrly Rate s of Pay	Gross Amt. Earne d This Job	Gross Amt Earne d This Pay Period	FICA	Fed Tax	State Tax	Other (Specify)	Other (Specify)	Total Deductions	Total Net Wages Paid	
				Hours Worked Each Day																		
			OT																			
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*Pursuant to the Minnesota Government Data Practices Act, all of the data provided hereunder is public data, which is available to anyone upon request. DO NOT provide any confidential data such as social security numbers, in part or whole, on this form. This data is collected pursuant to Minnesota Stat. §177.30 Sub. 4 and 177.43 Sub. 3. If you have questions regarding the Prevailing Wage Laws, contact the Minnesota Department of Labor & Industry, 443 Lafayette Road Nl, St. Paul, MN 55155, Phone (651) 284-5091 or 1-800-DIAL-DLI (1-800-342-53584), TTY (651) 297-4198. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under state and/or federal law.

MINNESOTA DEPARTMENT OF LABOR & INDUSTRY

Part 2 Statement of Compliance

REPORT NUMBER	STATE PROJECT NAME AND LOCATION	DATE
CONTACTING AUTHORITY	PROJECT	GENERAL CONTRACTOR
CONTRACTOR/SUBCONTRACTOR	PHONE NUMBER	CONTRACT PURCHASE ORDER NUMBER
ADDRESS	CITY/STATE	ZIP
TYPE OF WORK		

(Complete as described on solicitation documents.)

STATEMENT WITH RESPECT TO COMPLIANCE AND WAGES PAID

I, _____ do hereby state:
 (Name of signatory party) (Title- Owner or Officer)

(1) That I pay or supervise the payment of the person employed by _____ on said Contract; that during the payroll period commencing on the _____ day of _____ of the year _____, and ending the _____ day of _____ of the year _____, there were _____ employees performing work on said Contract. That all persons performing work under said Contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said Contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes 177.24, Subdivision 4, 181.06, and 181.79, issued by the Minnesota Commissioner of Labor and Industry and described below:

DESCRIBE LEGAL DEDUCTIONS

(2) That the payroll submitted under said Contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s), and worker(s) performing work under said Contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said Contract and according to applicable laws; that wages paid to laborer(s) mechanic(s), and worker(s) performing work under said Contract is at least the prevailing wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s), and worker(s) performing work under said Contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one and one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry, or are registered with the Bureau of Apprenticeship and Training; United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO ANY APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH TO ALL EMPLOYEES

Each laborer, worker, or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said Contract.

NOTE- FRINGE BENEFIT SECTIONS C, D, E AND SIGNATURE BLOCK ARE ON NEXT PAGE

(c) EXCEPTIONS

EMPLOYEE NAME	CLASSIFICATION/OCCUPATION	EXPLANATION

(d) BENEFIT PROGRAM INFORMATION in DOLLARS CONTRIBUTED PER HOUR (Must be completed if 4(a) is checked.)

PROGRAM TITLE, CLASSIFICATION TITLE, OR INDIVIDUAL EMPLOYEES	HEALTH/WELFARE	VACATION/HOLIDAY	APPRENTICESHIP TRAINING	PENSION	OTHER INCLUDE TITLE
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

(e) BENEFIT PROGRAM INFORMATION (Must be completed if 4(a) is checked.)

NAME & ADDRESS OF FRINGE BENEFIT FUND, PLAN, OR PROGRAM ADMINISTRATOR	BENEFIT ACCOUNT NUMBER	THIRD PARTY TRUSTEE AND/OR CONTACT PERSON	TELEPHONE NUMBER

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution under federal and/or state law.

NAME AND TITLE OF OWNER OR OFFICER	SIGNATURE

As a representative of the contractor submitting the payroll identified above, I hereby certify that the payroll is true and correct to the best of my knowledge.

NOTE: For information regarding this form, submission of payroll records, or copies of the laws stated above, contact the Minnesota Department of Labor and Industry, 443 Lafayette Road N., St. Paul, MN 55155, Phone: (651) 284-5091 or 1-800-DIAL-DLI (1-800-342-5354), TTY: (651) 297-4198



EXECUTIVE SUMMARY

Public Works

763-593-8030 / 763-593-3988 (fax)

Golden Valley City Council Meeting
July 7, 2020

Agenda Item

3. E. 2. Approve Purchase of Ionization Devices for City Hall and Public Safety Ventilation Systems

Prepared By

Tim Kieffer, Public Works Director

Summary

The Center for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) have established protocols for building heating, ventilation, and air conditioning (HVAC) systems to protect workers and visitors from COVID-19. Staff worked with the City's HVAC contractor, UHL Company, to evaluate City Hall and Public Safety HVAC systems. In addition to following required protocols, like using MERV 13 air filters, staff proposes to purchase ionization devices to disinfect the interior air.

The patented ionization devices produce positive and negative ions that attach to fine particles and pathogens so they are easier to filter. Additionally, the ions have been shown to neutralize COVID-19 by 99.4% within 30 minutes. The devices are ozone-free and passed the RCTA DO-160 aircraft standard.

Financial Or Budget Considerations

The total cost to purchase and install the ionization devices is \$23,250. Staff anticipates to be reimbursed for this purchase with CARES relief funds.

Recommended Action

Motion to authorize the Mayor and City Manager to execute Purchase Contract with UHL Company, Inc. in the form approved by the City Attorney to purchase ionization devices for City Hall and Public Safety ventilation systems in the amount of \$23,250.

Supporting Documents

- UHL Company, Inc. Quote (2 pages)



9065 Zachary Lane N.
Maple Grove, MN 55369

PROPOSAL

Proposal #: JL20054
Date: 6/19/2020

To: City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

Project: GPS Ionization for City Hall/
Public Safety Buildings

Attention: Al Lundstrom

We propose to furnish the material and perform the labor necessary to:

- Add Global Plasma Solutions ionization iMOD rods, and control panel to city hall and public safety air handling units
- Control panels to be powered from panels located adjacent from each unit in mechanical spaces
- Add Global Plasma Solutions ionization FC48 units to (4) roof top units located on the city hall building
- FC48 units to be powered from directly from the main feed to the roof top unit or off of the roof top control board
- The patented technology uses an electronic charge to create a plasma field filled with a high concentration of + and - ions. As these ions travel with the air stream they attach to particles, pathogens and gases. The ions help to agglomerate fine sub-micron particles, making them filterable. The ions kill pathogens by robbing them of life-sustaining hydrogen. The ions breakdown harmful VOCs with an Electron Volt Potential under twelve (eV<12) into harmless compounds like O2, CO2, N2, and H2O. The ions produced travel within the air stream into the occupied spaces, cleaning the air everywhere the ions travel, even in spaces unseen.
- Startup and verification of operation
- One year parts and labor warranty

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: \$23,250.00

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30 days.

Respectfully submitted: Jake Lehmann
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and additional Terms and Conditions set forth on the next page of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by: _____ **Name (print):** _____

Title: _____ **Company Name:** _____

Date: _____

Uhl Company, Inc. – Terms and Conditions of Service

1. Uhl Company will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Uhl Company warrants it is covered by Worker's Compensation insurance, general liability insurance, automobile liability insurance, and excess liability policies. Certificates for all such insurance policies will be provided to you upon written request. You will carry Builder's Risk with full owner and contractor coverage's and other necessary insurance for the project.
3. Payment is due within 30 days of Uhl Company's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by Uhl Company of partial payments shall not constitute any release of collection or lien rights.
4. In the event of your default, Uhl Company will give 10 days notice to cure. If you remain in default, Uhl Company may terminate this agreement and recover the balance due. You will pay all expenses, damages and cost, including reasonable attorney's fees, incurred by Uhl Company in collecting the outstanding debt.
5. If, for any reason, you direct a cessation of the work on all or any part of the project, Uhl Company shall be paid at least for the portion of its work completed at the time of cancellation, including all expenses incurred by Uhl Company.
6. Unless otherwise specified in the proposal, Uhl Company will not furnish any performance or material payment bond.
7. All repair labor is guaranteed for 90 days (except in the case of compressor replacements which carry a thirty day warranty), while materials and parts are warranted per manufacturer specifications. Warranties do not apply where failure is a result of faulty installation or abuse, or incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the products and parts. Uhl Company makes no other warranty expressed or implied; and any implied warranty of merchantability or fitness for a particular purpose which exceeds the foregoing is hereby disclaimed by Uhl Company and excluded from any agreement made by acceptance of an order pursuant to this proposal. Under no circumstance shall Uhl Company be liable for prospective or speculative profits, or special, indirect, incidental, consequential, or punitive damages and/or physical injuries. Under no circumstances will Uhl Company's liability exceed the dollar amount of this proposal and shall terminate one year after the completion of Uhl Company's work, and Uhl Company may, at its option, provide a repair or replacement remedy.
8. All material and equipment furnished and installed by Uhl Company will carry the manufacturer's standard warranty. In many cases, this warranty will include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship, for a period of 90 days after installation. However, if the standard manufacturer's warranty does not provide for this additional coverage, the owner will be responsible for payment of these repairs. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL COMPANY HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL COMPANY HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
9. Everyone is concerned over the potential threat to our environment by the release of chlorofluorocarbon refrigerants (C.F.C.'s) into the atmosphere. Uhl Company has for many years had a "no pollution, we care" policy with contaminants including refrigerants and refrigerant oil. Our technicians are trained to reclaim, filter, and re-use these refrigerants or, if badly contaminated, recycle them for re-use. All used refrigerant oils are disposed of through a licensed disposal organization. Many contractors are talking about doing something about pollutants – Uhl Company IS DOING IT.
10. Our pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached proposal. If such costs are incurred by Uhl Company, they will be passed on to you at Uhl Company's actual cost without the need for written approval.
11. All estimated labor is to be performed during Uhl Company's normal working hours unless specified elsewhere in this proposal.
12. For compressor replacements, Uhl Company will perform an acid test after the drier change (testing for any unsafe acidic oil levels). If more drier and oil changes are needed, you will be informed, and the cost of these additional changes will be added to the contract price.
13. This contract constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and you have not relied on any representation made by Uhl Company that is not contained herein.
14. These Terms may in some instances conflict with some of the terms and conditions or other document issued by you. In such case, the Terms contained herein shall govern and acceptance of this Proposal is conditioned upon your acceptance of the Terms herein.
15. Uhl Company shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any cause beyond the reasonable control of Uhl Company. The completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



EXECUTIVE SUMMARY

Public Works

763-593-8030 / 763-593-3988 (fax)

Golden Valley City Council Meeting
July 7, 2020

Agenda Item

3. E. 3. Approve Annual Bobcat Equipment Trade-Out

Prepared By

Tim Kieffer, Public Works Maintenance Manager

Summary

Council approved enrollment into the Bobcat Annual Trade-Out Program in 2018. The program allows the City to purchase a new machine every year for a set price after trade-in. The price is around the estimated depreciation value. The City will be responsible for routine maintenance and non-warranty repairs. The City saves approximately \$2,000 per year for each piece of equipment in the program. The savings come from maintenance and repair costs by eliminating the need to replace wear items; such as tires, tracks, sprockets, hoses, belts, tie rods, ball joints, and CV axles. Additional savings come from major repairs covered under warranty and less downtime.

Staff recommends purchasing the equipment from the state contract through the State of Minnesota’s cooperative purchasing venture (CPV). The Minnesota Materials Management Division has awarded contract number E-110(5) through the CPV.

Contract No.	Item	Vendor	Amount
E-110(5)	Bobcat 5600 Toolcat	Tri-State Bobcat Inc.	\$54,091.22
Unit 718 Trade-in			\$49,591.22
Total Remittance to Vendor			\$4,500.00

Staff solicited quotes for the Bobcat 5610 Toolcat because the CPV did not award a contract for that model. Quotes were received from Farm-Rite Equipment and Tri-State Bobcat. The results are as follows:

Farm-Rite Equipment, Inc.	\$49,883.83
Tri-State Bobcat Inc.	\$49,709.33

Item	Vendor	Amount
Bobcat 5610 Toolcat	Tri-State Bobcat Inc.	\$49,709.33
Unit 460 Trade-in		\$45,209.33
Total Remittance to Vendor		\$4,500.00

Financial Or Budget Considerations

The 2020 Vehicle and Equipment Capital Improvement Program includes \$55,000 for the replacement purchase of a 5610 Toolcat (V&E- 107) and \$54,500 for the replacement purchase of a 5600 Toolcat (V&E-116).

Recommended Action

Motion to authorize the Mayor and City Manager to execute Annual Bobcat Equipment Trade-Out Purchase Contract with Tri-State Bobcat, Inc. in the form approved by the City Attorney to purchase a Bobcat 5600 Toolcat in the amount of \$54,091.22 and trade in Unit 718 in the amount of \$49,591.22.

Motion to authorize the Mayor and City Manager to execute Annual Bobcat Equipment Trade-Out Purchase Contract with Tri-State Bobcat, Inc. in the form approved by the City Attorney to purchase a Bobcat 5610 Toolcat in the amount of \$49,709.33 and trade in Unit 460 in the amount of \$45,209.33.

Supporting Documents

- Tri-State Bobcat 5600 Toolcat Quote (2 pages)
- Farm-Rite Equipment 5610 Toolcat Quote (2 pages)
- Tri-State Bobcat 5610 Toolcat Quote (2 pages)



Product Quotation

Quotation Number: 27757D027958

Date: 2020-06-01 14:06:55

Ship to	Bobcat Dealer	Bill To
City of Golden Valley 7800 Golden Valley Rd Golden Valley, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024	Tri-State Bobcat Inc, Burnsville, MN 1200 HWY 13 E BURNSVILLE MN 55337-2214 Phone: (952) 894-0894 Fax: (952) 894-5759 ----- Contact: Jon Quirk Phone: 952-894-0894 Fax: 952-894-5759 Cellular: 612-282-9805 E Mail: jonq@tristatebobcat.com	City of Golden Valley 7800 Golden Valley Rd Golden Valley, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024

Description	Part No	Qty	Price Ea.	Total	
Bobcat 5600	M1221	1	\$42,723.20	\$42,723.20	
Adjustable Vinyl Seats	Hydraulic Dump Box				
All-Wheel Steer	Instrumentation:				
Automatically Activated Glow Plugs	Hour meter, Job Hours, Speedometer,				
Auxiliary Hydraulics	Tachometer, Fuel Gauge, Engine				
Variable Flow with dual direction detent	Temperature Gauge, and Warning Lights				
Beverage Holders	Joystick, Manually Controlled with Lift Arm Float				
Bob-Tach	Lift Arm Support				
Boom Float	Parking Brake, automatic				
Cargo Box Support	Power Steering with Tilt Steering Wheel				
Cruise Control	Radiator Screen				
Deluxe Operator Canopy includes:	Rear Receiver Hitch				
Front Window, Rear Window ,	Seat Belts, Shoulder Harness				
Front Wipers, and Electrical Power Port	Spark Arrestor Muffler				
Lower Engine Guard	Suspension, 4-wheel independent				
Limited Slip Transaxle	Tires: 27 x 10.5-15 (8 ply), Lug Tread				
Engine and Hydraulic Monitor with Shutdown	Toolcat Interlock Control System (TICS)				
Front Work Lights	Two-Speed Transmission				
Full-time Four-Wheel Drive	Machine Warranty: 12 Months, unlimited hours				
Horsepower Management	Bobcat Engine Warranty: Additional 12 Months or total				
Roll Over Protective Structure (ROPS) . Meets Requirements	of 2000 hours after initial 12 month warranty				
of SAE-J1040 & ISO 3471					
Falling Object Protective Structure (FOPS) . Meets					
Requirements of SAE-J1043 & ISO3449, Level I					
Dome Light					
Factory Installed	Deluxe Road Package	M1221-P01-C01	1	\$1,857.60	\$1,857.60
Backup Alarm		Side Mirrors			
Turn Signals		Horn			
Flashers		Lower Engine Guard			
Tail Lights		Rear Work Lights			
Brake Lights		Headlights			
Rear View Mirror					
	Cab Enclosure with Heater & Air	M1221-R02-C03	1	\$3,891.20	\$3,891.20
	Conditioning				
	High Flow Package	M1221-R03-C02	1	\$1,388.80	\$1,388.80
	29 X 10.5 Trac Tire	M1221-R05-C04	1	\$436.80	\$436.80
	Heavy Duty Battery	M1221-R07-C02	1	\$77.60	\$77.60
	Attachment Control	M1221-R08-C02	1	\$188.80	\$188.80
	Power Bob-Tach	M1221-R12-C02	1	\$879.20	\$879.20
	Radio Option	M1221-R15-C02	1	\$426.40	\$426.40

	Traction Control	M1221-R16-C02	1	\$436.00	\$436.00
Dealer Installed	Rear Window Guard	7150926	1	\$872.74	\$872.74
Attachments	62" Heavy Duty Bucket	7272678	1	\$712.88	\$712.88
	--- Bolt-On Cutting Edge, 62"	6718005	1	\$200.00	\$200.00
Total of Items Quoted					\$54,091.22
Dealer P.D.I.					\$0.00
Freight Charges					\$0.00
Dealer Assembly Charges					\$0.00
Trade-in	2019 5600 TOOLCAT AHG817209			(\$49,591.22)	
Quote Total - US dollars					\$4,500.00

Notes: Pricing per MN State Contract # E-110(5)

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

<p>Customer Acceptance:</p> <p>Authorized Signature:</p> <p>Print: _____</p>	<p>Purchase Order: _____</p> <p>Sign: _____</p> <p>Date: _____</p>
---------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------



Product Quotation

Quotation Number: 29938D029988

Date: 2020-06-30 15:47:52

Ship to	Bobcat Dealer	Bill To
CITY OF GOLDEN VALEY 7800 GOLDEN VALLEY ROAD GOLDEN VALLEY, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024	Farm-Rite Equipment, Inc, Dassel,MN 901 PARKER AVE P.O. BOX 26 DASSEL MN 55325-0026 Phone: (320) 275-2737 Fax: (320) 275-3232 ----- Contact: Tim Krahn Phone: 701-212-0776 Fax: 617-292-9340 Cellular: 701-212-0776 E Mail: Tim.Krahn@Doosan.com	CITY OF GOLDEN VALEY 7800 GOLDEN VALLEY ROAD GOLDEN VALLEY, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024

Description	Part No	Qty	Price Ea.	Total
Bobcat 5610	M1223	1	\$67,554.00	\$67,554.00
Adjustable Vinyl Seats	Interior Trim			
All-Wheel Steer	Joystick, Manually Controlled with Lift Arm Float			
Automatically Activated Glow Plugs	Lift Arm Support			
Auxiliary Hydraulics	Limited Slip Transaxle			
Variable Flow with dual direction detent	Parking Brake, automatic			
Beverage Holders	Power Steering with Tilt Steering Wheel			
Bob-Tach	Radiator Screen			
Boom Float	Radio:			
Cowl and Cowl Support	AM/FM/Weatherbanb			
Cruise Control	Aux Input & Head Phone Jacks			
Deluxe Equipment:	Lower Engine Cover			
Cab Enclosure with Heater and Air Conditioning	Rear Reciever Hitch			
Deluxe Operator Canopy (Front Window, Rear Window, Front Wipers, and 2-Electrical Power Port)	Seat Belts, Shoulder Harness			
Deluxe Road Package (back-up alarm, turn signals, flashers, tail lights, brake lights, rear view mirror, side mirrors, horn, lower engine guard, rear work light, and headlights)	Spark Arrestor Muffler			
Engine and Hydraulic Monitor with Shutdown	Storage Bins			
Front Work Lights	Suspension, 4-wheel independent			
Full-time Four-Wheel Drive	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Horsepower Management	Toolcat Interlock Control System (TICS)			
Instrumentation:	Two-Speed Transmission			
Hour meter, Job Hours, Speedometer,	Traction Control			
Tachometer, Fuel Gauge, Engine	Machine Warranty: 12 Months, unlimited hours			
Temperature Gauge, and Warning Lights	Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
Heavy Duty Battery				
High Flow Hydraulics and Attachment Control Kit				
Keyless Ignition System				
Power BobTach				
PTO Package (rear PTO-540 RPM, PTO Shield, PTO Tachometer)				
Three-Point Hitch Package (Three-Point, depth position gauge)				
Rear Remote Package (One set of poppet-style couplers, for use with implement hydraulics)				
Roll Over Protective Structure (ROPS) - Meets Requirements of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) - Meets Requirements of SAE-J1043 & ISO3449, Level I				

Dome Light

29 X 12.5 Turf Tires	M1223-R05-C05	1	\$786.00	\$786.00
Strobe Light	6815259	1	\$158.03	\$158.03
62" Heavy Duty Bucket	7272678	1	\$938.00	\$938.00
--- Bolt-On Cutting Edge, 62"	6718005	1	\$193.00	\$193.00

Total of Items Quoted				\$69,629.03
Dealer P.D.I.				\$150.00
Freight Charges				\$833.00
Dealer Assembly Charges				\$160.50
Trade-in	Toolcat Trade In S/N B2LH11664			(\$44,900.00)
Discount	Toolcat Municipal Discount			(\$10,444.35)
Discount	FarmRite Municipal Matching Discount			(\$10,444.35)
Quote Total - US dollars				\$4,983.83

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____



Product Quotation

Quotation Number: 27757D027959

Date: 2020-06-01 14:13:14

Ship to	Bobcat Dealer	Bill To
City of Golden Valley 7800 Golden Valley Rd Golden Valley, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024	Tri-State Bobcat Inc,Burnsville,MN 1200 HWY 13 E BURNSVILLE MN 55337-2214 Phone: (952) 894-0894 Fax: (952) 894-5759 ----- Contact: Jon Quirk Phone: 952-894-0894 Fax: 952-894-5759 Cellular: 612-282-9805 E Mail: jonq@tristatebobcat.com	City of Golden Valley 7800 Golden Valley Rd Golden Valley, MN 55427 Phone: (763) 593-3981 Fax: (763) 593-8024

Description	Part No	Qty	Price Ea.	Total
Bobcat 5610	M1223	1	\$67,554.00	\$67,554.00
Adjustable Vinyl Seats	Interior Trim			
All-Wheel Steer	Joystick, Manually Controlled with Lift Arm Float			
Automatically Activated Glow Plugs	Lift Arm Support			
Auxiliary Hydraulics	Limited Slip Transaxle			
Variable Flow with dual direction detent	Parking Brake, automatic			
Beverage Holders	Power Steering with Tilt Steering Wheel			
Bob-Tach	Radiator Screen			
Boom Float	Radio:			
Cowl and Cowl Support	AM/FM/Weatherbanb			
Cruise Control	Aux Input & Head Phone Jacks			
Deluxe Equipment:	Lower Engine Cover			
Cab Enclosure with Heater and Air Conditioning	Rear Reciever Hitch			
Deluxe Operator Canopy (Front Window, Rear Window, Front Wipers, and 2-Electrical Power Port)	Seat Belts, Shoulder Harness			
Deluxe Road Package (back-up alarm, turn signals, flashers, tail lights, brake lights, rear view mirror, side mirrors, horn, lower engine guard, rear work light, and headlights)	Spark Arrestor Muffler			
Engine and Hydraulic Monitor with Shutdown	Storage Bins			
Front Work Lights	Suspension, 4-wheel independent			
Full-time Four-Wheel Drive	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Horsepower Management	Toolcat Interlock Control System (TICS)			
Instrumentation:	Two-Speed Transmission			
Hour meter, Job Hours, Speedometer,	Traction Control			
Tachometer, Fuel Gauge, Engine	Machine Warranty: 12 Months, unlimited hours			
Temperature Gauge, and Warning Lights	Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
Heavy Duty Battery				
High Flow Hydraulics and Attachment Control Kit				
Keyless Ignition System				
Power BobTach				
PTO Package (rear PTO-540 RPM, PTO Shield, PTO Tachometer)				
Three-Point Hitch Package (Three-Point, depth position gauge)				
Rear Remote Package (One set of poppet-style couplers, for use with implement hydraulics)				
Roll Over Protective Structure (ROPS) - Meets Requirements of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) - Meets Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				

Factory Installed	29 X 12.5 Turf Tires	M1223-R05-C05	1	\$786.00	\$786.00
Dealer Installed	Strobe Light	6815259	1	\$158.03	\$158.03
Attachments	62" Heavy Duty Bucket	7272678	1	\$938.00	\$938.00
	--- Bolt-On Cutting Edge, 62"	6718005	1	\$173.00	\$173.00
Total of Items Quoted					\$69,609.03
Dealer P.D.I.					\$150.00
Freight Charges					\$833.00
Dealer Assembly Charges					\$0.00
Trade-in	2019 5610 TOOLCAT S/N B2LH11664				(\$45,209.33)
Discount	TRI STATE BOBCAT DISCOUNT				(\$10,441.35)
Discount	Factory Municipal Discount				(\$10,441.35)
Quote Total - US dollars					\$4,500.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



EXECUTIVE SUMMARY

Physical Development

763-593-8030 / 763-593-8109 (fax)

**Golden Valley City Council Meeting
July 7, 2020**

Agenda Item

3. E. 4. Authorize Professional Services Agreement for Phase III of the Downtown Study

Prepared By

Jason Zimmerman, Planning Manager

Summary

At the direction of the City Council, staff has worked to prepare for consideration an agreement with Hoisington Koegler Group Inc. (HKGi) to perform Phase III of the Downtown Study over the summer and fall of 2020.

The study will continue work begun in Phases I and II and will develop concepts for catalyst sites in the southwest and northeast quadrants of the downtown. Information related to the northeast quadrant will be shared with those conducting the City's municipal facilities study. Design guidelines will also be developed for sites, buildings, streets, and walk/bikeways and implementation strategies will be identified. Opportunities for feedback from property owners and the general public will be included, and a final Downtown Framework Plan document will be prepared for the Council to consider.

The agreement includes a not to exceed amount of \$30,000 which is below the amount of \$35,000 budgeted by the City Council. Coordination between HKGi and staff would resume in July and completion of the study is estimated for December.

Financial Or Budget Considerations

The agreement would utilize \$30,000 of the \$35,000 budgeted for this project by the City Council.

Recommended Action

Motion to authorize an agreement to conduct Phase III of the Downtown Study with Hoisington Koegler Group Inc.

Supporting Documents

- Professional Services Agreement (12 pages)

**PROFESSIONAL SERVICES AGREEMENT
PLANNING SERVICES FOR THE DOWNTOWN STUDY PHASE III**

THIS AGREEMENT is made day July 7, 2020 (“Effective Date”) by and between Hoisington Koegler Group, Inc (HKGi) a State corporation with its principal office at 123 North Third Street, Suite #100, Minneapolis, Minnesota 55401 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

- A. Consultant is engaged in the business of providing professional engineering consulting services.
- B. The City desires to hire Consultant to prepare building, street, and trail redevelopment concepts for catalyst sites and it assemble a Downtown Framework Plan Document for adoption by the City Council to for the Golden Valley Downtown Study Phase III.
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. The City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Consultant agree as follows:

AGREEMENT

1. **Services.** Consultant agrees to provide the City with professional consulting services as described in the attached **Exhibit A** (the “Services”). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. Consultant may reasonably rely on information and documents provided by or through the City.
2. **Time for Completion.** The Services shall be completed on or before December 31, 2020, provided that the parties may extend the stated deadline upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Consultant for the Services on an hourly basis and for necessary out-of-pocket expenses at the rates set forth in Consultant’s fee schedule, attached hereto as **Exhibit B**. Consultant’s total compensation for the Services, including hourly fees and expenses, shall not exceed \$30,000. The consideration shall be for both the Services performed by Consultant and any and all expenses incurred by Consultant in performing the Services. The City shall make progress payments to Consultant on a monthly basis. Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant’s statements are submitted.

4. **Approvals.** Consultant shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
- b. Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Consultant's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Consultant for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Consultant, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Consultant shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant, that are relevant to this Agreement or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Consultant, and Consultant's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to reasonable attorneys' fees, professional services, and other technical, administrative or professional assistance to the extent resulting from Consultant's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) negligent performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Consultant, or arising out of Consultant's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

A. Workers' Compensation and Employers' Liability

- | | |
|----------------|-----------------------------------|
| 1. Coverage A: | Per state statute |
| 2. Coverage B: | \$500,000 each accident |
| | \$500,000 Disease – policy limit |
| | \$500,000 Disease – each employee |

B. Commercial General Liability

- | | |
|----------------|-----------------------------------------|
| 1. \$4,000,000 | General Aggregate |
| 2. \$2,000,000 | Products—Completed Operations Aggregate |
| 3. \$1,000,000 | Each Occurrence |
| 4. \$1,000,000 | Personal Injury |

C. Commercial Automobile Liability

1. \$1,000,000 Combined single limit bodily injury and property damage. The Commercial Automobile Liability shall provide coverage for the following automobiles:
 - i. All owned automobiles
 - ii. All non-owned automobiles
 - iii. All hired automobiles

D. Umbrella Liability

- | | |
|----------------|------------------|
| 1. \$1,000,000 | Each claim |
| 2. \$1,000,000 | Annual aggregate |

The umbrella liability shall provide excess limits for the commercial general liability policies.

E. Professional and Pollution Incident Liability

Professional liability insurance including pollution incident liability coverage with limits of not less than:

1. \$2,000,000 per claim
2. \$4,000,000 annual aggregate

Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

12. **Assignment.** Neither the City nor Consultant shall assign or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the prior written consent of the other except to the extent that the effect of this limitation may be restricted by law. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

13. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

14. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

15. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Consultant, and supersedes any other written or oral agreements between the City and Consultant. This Agreement may only be modified in a writing signed by the City and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail. If there is any conflict between this Agreement and Exhibits A or B, the terms of this Agreement shall prevail.

16. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

17. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be mediated with a mutually acceptable third-party neutral within 90 days of either party giving notice to the other of a dispute, controversy or claim. If such mediation is unsuccessful, the dispute, controversy, or claim shall be heard in the state or federal courts of Hennepin County, Minnesota, and all

parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

18. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in its representation of the City. In the event of a conflict of interest, Consultant shall advise the City and either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

19. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the City or the City's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the City, but Consultant may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Consultant agrees that it will not disclose for any purpose any information Consultant has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Consultant prior to the effective date of this Agreement; however, to the extent Consultant generates reports or recommendations for the City using proprietary processes or formulas, Consultant shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement. Any reuse of the records, information, materials, or work product without written verification or adaptation by Consultant will be at the City's sole risk and without liability or legal exposure to Consultant.

20. **Agreement Not Exclusive.** The City retains the right to hire other professional service providers for this or other matters, in the City's sole discretion.

21. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

22. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, reasonable attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services

under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

23. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Jason Zimmerman, Planning Manager, or designee. Consultant's authorized agent for purposes of administration of this contract is JEFF MILLER, or designee who shall perform or supervise the performance of all Services.

24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONSULTANT

Hoisington Koegler Group, Inc. (HKG)
Jeff Miller
123 North Third Street, Ste 100
Minneapolis, MN 55401
jmiller@hkgi.com

THE CITY

City of Golden Valley
Jason Zimmerman
7800 Golden Valley road
Golden Valley, MN 55437
zimmerman@goldenvalleymn.gov

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Payment of Subcontractors.** Consultant agrees that it must pay any subcontractor within 10 days of the Consultant's receipt of payment from the City for undisputed Services provided by the subcontractor. Consultant agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Consultant must be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

29. **Publicity.** At the City's request, the City and Consultant shall develop language to use when discussing the Services. Consultant agrees that Consultant shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the City. Consultant shall not use the City's logo or state that the City endorses its services without the City's advanced written approval.

30. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

31. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

32. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

33. **Recitals.** The City and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

HOISINGTON KOELGER GROUOP, INC.;

CITY OF GOLDEN VALLEY:

By: _____

By: _____

Shepard M. Harris, Mayor

Name: _____

Title: _____

By: _____

Timothy J. Cruikshank, City Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
DOWNTOWN STUDY PHASE 3
WORK SCOPE

The intent of this work scope is to complete a Downtown Framework Plan that builds upon Phases 1 and 2, including the interim reports for each phase. As a result of Phase 2, catalyst sites have been identified in the SW and NE quadrants. More refined concepts will be developed for these catalyst sites. It is intended that the NE quadrant concept will provide information that will be useful for the City’s planned municipal facilities study. Design guidelines will be developed for all four quadrants relating to sites, buildings, streets and walk/bikeways. Implementation strategies will be researched and identified. This planning process will involve meetings with the City Staff Team, Planning Commission/City Council, catalyst site property owners, and the general public. The work scope for the Golden Valley Downtown Study, Phase 3, consists of the following tasks, deliverables, and estimated hours and fees by task.

Tasks

Our work scope consists of the following three (3) tasks and related sub-tasks:

Task 1 Prepare Draft Catalyst Site, Street and Trail Redevelopment Concepts

- 1.1 Refine SW and NE site concepts including building placement, massing, and character
- 1.2 Prepare draft street/sidewalk, trail, and “signature downtown pathway” schematic designs
- 1.3 Meeting with staff to gain feedback on concepts
- 1.4 Prepare revised concepts
- 1.5 Prepare draft site, building, street and walk/bikeway design guidelines for each quadrant
- 1.6 Meeting with PC/CC
- 1.7 Conduct community engagement for input on concepts and design guidelines

Task 2 Prepare Final Concepts and Implementation Strategies

- 2.1 Prepare final concepts
- 2.2 Prepare final site, building, street and walk/bikeway design guidelines for each quadrant
- 2.3 Prepare draft implementation strategies
- 2.4 Meeting with staff to gain feedback on implementation strategies
- 2.5 Prepare final implementation strategies

Task 3 Assemble Downtown Framework Plan Document

- 3.1 Prepare draft plan document
- 3.2 Meeting with staff to review draft document
- 3.3 Meeting with PC/CC to review draft plan document
- 3.4 Prepare final plan document
- 3.5 Meeting with CC to approve final plan document

Project Deliverables

Our work scope consists of the following deliverables:

- A professionally prepared final Downtown Framework Plan document, in both physical and electronic format, that includes the following:
 - Interim Report (January 2020) elements
 - Refined catalyst site concepts for the SW and NE quadrants
 - Schematic design concepts for streets/sidewalks, trails, and the “signature downtown pathway”
 - Site, building, street and walk/bikeway design guidelines for each quadrant
 - Implementation strategies
- Meetings with the City Staff Team, Planning Commission/City Council, the general public, and catalyst site property owners

Estimated Hours and Fees by Task

	Hours	Fees
Task 1	120	\$15,700
Task 2	50	\$6,900
Task 3	60	\$7,000
Reimbursable Expenses		\$400
Total	230	\$30,000

EXHIBIT B
FEE SCHEDULE

EXHIBIT B

HOISINGTON KOEGLER GROUP INC.

2020 HOURLY RATES

Principal	\$180-225/hr
Associate	\$145-165/hr
Senior Professional	\$90-165/hr
Professional II	\$80-115/hr
Professional I	\$50-95/hr
Technical	\$50-70/hr
Secretarial	\$60/hr
Litigation Services	\$240/hr
Testimony	\$285/hr

Incidental Expenses:

Mileage	current federal rate/mile
Photocopying BW	15¢/page
Photocopying Color	\$1.00/page
Outside Printing	Actual Cost
Large Format Scanning	Actual Cost
B/W Bond Plots	\$5.00 each
Color Bond Plots	\$10.00 each
Photo Paper Color Plots	\$30.00 each



EXECUTIVE SUMMARY

Parks and Recreation

763-512-2345 / 763-512-2344 (fax)

**Golden Valley City Council Meeting
July 7, 2020**

Agenda Item

3. F. 1. Acceptance of Donation for Park Bench to be located at Brookview Park

Prepared By

Rick Birno, Director of Parks & Recreation

Summary

As adopted in the Donation/Gift Policy, a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. All donations and grants must be acknowledged and accepted by motion with a simple majority.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution accepting the donation from the Wittman Family for the addition of a park bench in Brookview Park to honor of Lisa Wittman.

Supporting Document

- Resolution accepting the Donation of a Park Bench from the Wittman family for Brookview Park (1 page)

RESOLUTION NO. 20-39

RESOLUTION ACCEPTING THE DONATION OF A PARK BENCH FROM THE
WITTMAN FAMILY FOR BROOKVIEW PARK

WHEREAS, the City Council adopted Resolution 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

WHEREAS, the Resolution states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority.

NOW, THEREFORE, BE IT RESOLVED that the City Council accept the following donations on behalf of its citizens:

\$2,300 donation from the family of Lisa Wittman for the addition of a bench honoring Lisa at Brookview Park.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Parks and Recreation

763-512-2345 / 763-512-2344 (fax)

**Golden Valley City Council Meeting
July 7, 2020**

Agenda Item

3. F. 2. Acceptance of Donation for a Tree in Brookview Park

Prepared By

Rick Birno, Director of Parks & Recreation

Summary

As adopted in the Donation/Gift Policy, a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority. We have prepared the following resolution detailing the specific donor and their fiscal gift for your consideration.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution accepting the donation from the Osbeck Family for the addition of a tree in Brookview Park to honor of Violet Lucille Osbeck.

Supporting Documents

- Resolution accepting the Donation of a Tree from the Osbeck family Brookview Park (1 page)

RESOLUTION NO. 20-40

RESOLUTION ACCEPTING THE DONATION OF A TREE FROM THE
OSBECK FAMILY FOR BROOKVIEW PARK

WHEREAS, the City Council adopted Resolution 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

WHEREAS, the Resolution states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority.

NOW, THEREFORE, BE IT RESOLVED that the City Council accept the following donations on behalf of its citizens:

\$350.00 donation from the family of Violet Lucille Osbeck for the addition of a tree to honor Violet at Brookview Park.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Parks and Recreation

763-512-2345 / 763-512-2344 (fax)

Golden Valley City Council Meeting
July 7, 2020

Agenda Item

3. F. 3. Acceptance of Donation from Golden Valley Federated Women's Club

Prepared By

Brian Erickson, Recreation Supervisor
Rick Birno, Director of Parks & Recreation

Summary

As adopted in the Donation/Gift Policy, a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority. We have prepared the following resolution detailing the specific donor and their fiscal gift for your consideration.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution accepting a Donation from the Golden Valley Federated Women's Club for the Summer Concert Series

Supporting Documents

- Resolution Accepting a Donation from Golden Valley Federated Women's Club for the Summer Concert Series (1 page)

RESOLUTION NO. 20-41

RESOLUTION ACCEPTING DONATION FROM
GOLDEN VALLEY FEDERATED WOMEN'S CLUB FOR
THE SUMMER CONCERT SERIES

WHEREAS, the City Council adopted Resolution 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

WHEREAS, the Resolution states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. All donations and grants must be acknowledged and accepted by motion with a simple majority.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the following donation:

\$100 from Golden Valley Federated Women's Club for support of the 2021 summer concert series.

Adopted by the City Council of Golden Valley, Minnesota on this 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

City Administration

763-593-8006 / 763-593-8109 (fax)

Golden Valley City Council Meeting July 7, 2020

Agenda Item

3. G. Appointment of Election Judges and Absentee Ballot Board for the Primary Election on August 11, 2020

Prepared By

Kris Luedke, City Clerk

Summary

As required per Minnesota Statute 204B.21, Council needs to approve the appointment of the Election Judges and Absentee Ballot Board for the upcoming general election. The Absentee Ballot Board judges will have the responsibility of accepting and rejecting absentee ballots based on the criteria set by the State.

Hennepin County will appoint Absentee Ballot Board judges that will be responsible for accepting/rejecting all mail in absentee ballots received at the Hennepin County Government Center.

Financial Or Budget Considerations

Not Applicable

Recommended Action

Motion to adopt Resolution approving appointment of the Election Judges and Absentee Ballot Board for the Primary Election to be held on August 11, 2020.

Attachments

- Resolution approving the appointment of Election Judges and Absentee Ballot Board for the Primary Election on August 11, 2020 (2 pages)

RESOLUTION 20-42

RESOLUTION APPROVING THE APPOINTMENT OF ELECTION
JUDGES AND ABSENTEE BALLOT BOARD FOR THE
PRIMARY ELECTION ON AUGUST 11, 2020

WHEREAS, Minnesota Election Law 204B.21 requires that persons serving as election judges be appointed by the City Council at least 25 days before the election.

NOW, THEREFORE, BE IT RESOLVED by the Golden Valley City Council that the individuals named on Exhibit A, and on file in the office of the City Clerk be appointed as the City of Golden Valley Election Judges and Absentee Ballot Board Judges for the August 11, 2020, Primary Election.

BE IT FURTHER RESOLVED the Golden Valley City Council also appoints other individuals and all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Election Manager to serve as members of the Absentee Ballot Board.

BE IT FURTHER RESOLVED that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Adopted by the City Council of Golden Valley, Minnesota on the 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

Exhibit A**2020 Election Judges**

The following individuals are appointed to serve at the General Election on August 11, 2020:

Anderson, Tracy
Anderson, Chuck
Anderson, Susan
Ansari, Omar
Ansari, Rebecca
Ballard, Kirk
Bartol, Colin
Bergquist, Lois
Boehne, Karen
Brown, Bradley
Chiat, Elayne
Cohen, Gary
Decker, Kay
Fair, Erica
Gibbs, Mary
Gibbs, William
Glommen, Beth
Girard, Pierre
Haggberg-Miller, Susan
Hermer, Laura
Ihrke, Antoinette
Knisely, Michael
L'Enfant, Julia
Macneale, Margaret
McDonald, Abby
Mendivil, Sandra
Merriman, Stephen
Mitchel, Norm
Myers, Kay

Pagenkopf, Jane
Parker, Thomas
Pirkl, Mark
Powell, Lisa
Pugh, Laura
Robinson, Beverly
Silver, Sarene
Van Heel, Barbara
Wells, Jackie
Wiley, Andrea
Wobschall, Georgeann

Absentee Ballot Board
Gate, Danii
Huisman, Claire
Romano, Tomas
Schwable, Sue
Watson, Sue



EXECUTIVE SUMMARY

City Administration

763-593-8006 / 763-593-8109 (fax)

Golden Valley City Council Meeting July 7, 2020

Agenda Item

3. H. Amendment to the 2020 Council Meeting Calendar due to 2020 Minnesota Night to Unite Date Change

Prepared By

Kris Luedke, City Clerk

Summary

Annually in November, the City Council approves the Council meeting calendar for the upcoming year. At the November 19, 2019, dates for the 2020 Council meeting calendar were approved. At the time of the approval, the Tuesday, August 4 Council meeting was moved to Wednesday, August 5 due to Minnesota Night to Unite and the first Council meeting of October was approved for October 6.

Due to the COVID-19 pandemic, the 2020 Minnesota Night to Unite was been rescheduled from Tuesday, August 4 to Tuesday, October 6, 2020. Therefore, the Council meeting calendar would need to be amended to reflect these changes.

Financial Or Budget Considerations

Not Applicable

Recommended Action

Motion to amend the 2020 Council meeting calendar by moving the Wednesday, August 5 City Council meeting to Tuesday, August 4 and the Tuesday, October 6 City Council meeting to Wednesday, October 7, 2020.



EXECUTIVE SUMMARY

Physical Development

763-593-8030 / 763-593-8109 (fax)

Golden Valley City Council Meeting
July 7, 2020

Agenda Item

3. I. Supporting Application by West Hennepin Affordable Housing Land Trust to Minnesota Housing Finance Agency for Community Homeownership Impact Funds

Prepared By

Myles Campbell, Planner

Summary

West Hennepin Affordable Housing Land Trust (WHAHLT), doing business as Homes Within Reach, is a community-based non-profit organization with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County. WHAHLT has developed a proposal for the use of Minnesota Housing Finance Agency (MHFA) Community Homeownership Impact Funds for the acquisition, rehabilitation, and sale of entry-level single-family homes to income-qualified families and individuals who otherwise would be unable to buy a home in Golden Valley. WHAHLT has requested a letter of support from the City of Golden Valley for their funding application in the MHFA Consolidated Request for Proposal (RFP) process. The attached resolution authorizes the submittal of a letter of support from City staff.

Since WHAHLT's work is consistent with the 2040 Comprehensive Plan, the City has consistently supported WHAHLT's applications for this fund as well as funding from Hennepin County's HOME program, Community Development Block Grant (CDBG), and Affordable Housing Incentive (AHIF) Funds. WHAHLT plans to utilize this funding in order to continue to pursue the ongoing work at their land trust sites within the City.

Financial Or Budget Considerations

The City is providing no additional monetary aid or assistance at this time.

Recommended Action

Motion to adopt Resolution Supporting Application by West Hennepin Affordable Housing Land Trust to Minnesota Housing Finance Agency for Community Homeownership Impact Funds.

Supporting Documents

- Resolution Supporting Application by West Hennepin Affordable Housing Land Trust to Minnesota Housing Finance Agency for Community Homeownership Impact Funds (1 page)
- Letter of Support (1 page)

RESOLUTION NO. 20-43

RESOLUTION SUPPORTING APPLICATION BY WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST (WHAHLT) TO MINNESOTA HOUSING FINANCE AGENCY (MHFA) FOR COMMUNITY HOMEOWNERSHIP IMPACT FUNDS

WHEREAS, WHAHLT is a community-based non-profit organization, doing business as Homes Within Reach, with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County; and

WHEREAS, WHAHLT has developed a proposal for the use of Community Homeownership Impact Funds from the Minnesota Housing Finance Agency (MHFA) Single Family Consolidated Request for Proposals (RFP) process; and

WHEREAS, the proposal requests funding to implement the Community Land Trust Program with the acquisition, rehabilitation, and sale of entry-level properties to income-qualified families and individuals; and

WHEREAS, the City has consistently supported WHAHLT's contribution to the preservation and creation of affordable homeownership opportunities in Golden Valley, which is consistent with the goals of the 2040 Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED, by the City Council of Golden Valley that the Council supports the application for funding from MHFA and authorizes submittal of a letter of support.

Adopted by the City Council of Golden Valley, Minnesota on this 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

July 8, 2020

Minnesota Housing
400 Wabasha Street, Suite 400
Treasure Island Center Building
St. Paul, MN 55102
Attn: Single Family RFP Application

Re: Application for 2020 Single Family Request for Proposal Consolidated Application

To Review Committee Members,

I am writing in support of the application by West Hennepin Affordable Housing Land Trust (WHAHLT), doing business as Home Within Reach (HWR), for the 2020 Single Family Request for Proposal Consolidated Application to assist them in providing affordable home ownership opportunities within our community. At its meeting on July 7, 2020, the Golden Valley City Council expressed its support for WHAHLT's application and directed that a letter be sent to the Review Committee.

Golden Valley has had a close relationship with WHAHLT going back years now. For a City with a high cost of conventional homeownership, WHAHLT plays a vital role by offering greater homeownership opportunities through the Community Land Trust model. This model excels in providing long-term and sustainable homeownership opportunities to individuals and families who might otherwise not be able to own a home. The use of this model, and the provision of more affordable housing, is consistent with the goals of the City's 2040 Comprehensive Plan, as laid out in its housing chapter. The City of Golden Valley is pleased to continue working with WHAHLT and hopes you will consider approving their application for funding.

Sincerely,
On behalf of the Golden Valley Mayor and City Council,

Tim Cruikshank
City Manager



EXECUTIVE SUMMARY

Administrative Services

763-593-8013 / 763-593-8169 (fax)

**Golden Valley City Manager Meeting
July 7, 2020**

Agenda Item

3. J. Receipt of May 2020 Financial Reports

Prepared By

Sue Virnig, Finance Director

Summary

The monthly financial report provides a progress report of the following funds:

- General Fund Operations
- Conservation/Recycling Fund (Enterprise Fund)
- Water and Sewer Utility Fund (Enterprise Fund)
- Brookview Golf Course (Enterprise Fund)
- Motor Vehicle Licensing (Enterprise Fund)
- Storm Utility Fund (Enterprise Fund)
- Equipment Replacement Fund (Capital Projects Fund)
- Brookview Center (Special Revenue Fund)
- Human Services Commission (Special Revenue Fund)
- Building Improvement Fund (Capital Projects Fund)
- Park Improvement Fund (Capital Projects Fund)

Financial Or Budget Considerations

As of May 2020, the City of Golden Valley General Fund has used \$5,925,624 of fund balance to balance the General Fund Budget.

Recommended Action

Motion to receive and file at the May 2020 Financial Reports.

Supporting Documents

- May 2020 General Fund (2 pages)
- May 2020 Conservation/Recycling Fund (1 page)
- May 2020 Water and Sewer Utility Fund (1 page)
- May 2020 Brookview Golf Course (1 page)
- May 2020 Motor Vehicle Licensing (1 page)
- May 2020 Storm Utility Fund (1 page)
- May 2020 Equipment Replacement Fund (1 page)
- May 2020 Brookview Center Fund (1 page)

- May 2020 Human Services Commission (1 page)
- May 2020 Building Improvement Fund (1 page)
- May 2020 Park Improvement Fund (1 page)

City of Golden Valley
Monthly Budget Report - General Fund Expenditures
May 2020 (unaudited)

Division	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Of Budget Expend.
001 Council	\$453,425	25,632	153,758	(\$299,667)	33.91%
003 City Manager	1,055,440	63,607	341,024	(714,416)	32.31% (2)
004 Transfers Out	2,567,580	0	0	(2,567,580)	0.00% (1)
005 Admin. Services	2,213,775	145,399	813,011	(1,400,764)	36.73%
006 Legal	195,545	16,096	75,775	(119,770)	38.75%
007 Risk Management	320,000	175,194	171,524	(148,476)	53.60%
011 General Gov't. Bldgs.	735,880	31,000	220,409	(515,471)	29.95%
016 Planning	428,025	29,316	146,048	(281,977)	34.12%
018 Inspections	795,005	56,215	297,038	(497,967)	37.36%
022 Police	6,608,080	514,054	2,618,320	(3,989,760)	39.62%
023 Fire	1,685,290	110,514	465,459	(1,219,831)	27.62%
035 Physical Dev Admin	324,975	26,221	129,782	(195,193)	39.94%
036 Engineering	485,810	60,012	219,491	(266,319)	45.18%
037 Streets	2,289,120	131,448	644,261	(1,644,859)	28.14%
066 Park & Rec. Admin.	851,625	62,166	322,050	(529,575)	37.82%
067 Park Maintenance	1,363,945	96,260	462,381	(901,564)	33.90%
068 Recreation Programs	409,350	394	79,817	88,430	19.50%
099 Contingencies	50,000	3,056	3,056	88,430	6.11% (3)
TOTAL Expenditures	\$22,832,870	\$1,546,584	\$7,163,204	(\$15,669,666)	31.37%

(1) Transfers will be made in June, 2020

(2) 2020 Budget Adjustment-\$19,120 for Equity, Inclusion and Volunteer Manager 2-4-2020

(3) Started charging COVID-19 expenditures to this account as of 5-15.

City of Golden Valley
Monthly Budget Report - General Fund Revenues
May 2020 (unaudited)

Type	2020 Budget	May Actual	YTD Actual	Percentage Of Year Completed	% of Budget Received
				42.00%	
Ad Valorem Taxes	\$19,474,140	0	8,480	(\$19,465,660)	0.04% (1)
Licenses	233,100	116,775	198,120	(\$34,980)	84.99%
Permits	913,500	96,907	395,754	(\$517,746)	43.32%
State Grants/Aid	15,190	0	3,884	(\$11,306)	25.57% (2)
Charges For Services:					
General Government	25,250	2,000	2,491	(\$22,759)	9.87%
Public Safety	164,350	3,021	51,727	(\$112,623)	31.47%
Public Works	179,300	13,299	57,880	(\$121,420)	32.28%
Park & Rec	430,100	2,223	64,266	(\$365,834)	14.94%
Other Funds	741,500	53,626	270,025	(\$471,475)	36.42%
Fines & Forfeitures	255,000	11,070	75,254	(\$179,746)	29.51%
Interest On Investments	150,000	0	0	(\$150,000)	0.00% (3)
Miscellaneous Revenue	202,320	33,539	98,199	(\$104,121)	48.54%
Transfers In	30,000	2,500	12,500	(\$17,500)	41.67% (4)
TOTAL Revenue	\$22,813,750	\$334,960	\$1,238,580	(\$21,575,170)	5.43%

Notes:

- (1) Payments are received in July, December, and January (delinquencies).
- (2) Police Training will be paid in August. Safe and Sober is billed on time spent.
No LGA in 2020. Fire Grants were available. Most grants are received in other funds.
- (3) Investment income allocated at year end.
- (4) Transfers are monthly.

City of Golden Valley
Monthly Budget Report - Conservation/Recycling Enterprise Fund
May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current
Revenue					
Hennepin County Recycling Grant	34,620	0	0	(34,620)	0.00%
Recycling Charges	436,845	38,392	143,925	(292,920)	32.95% (2)
Miscellaneous Revenues	8,000	0	52	(7,948)	
Interest on Investments	4,000	0	0	(4,000)	0.00% (1)
Total Revenue	483,465	38,392	143,977	(339,488)	29.78%
Expenses:					
Recycling	526,905	94,812	204,184	(322,721)	38.75% (3)
Total Expenses	526,905	94,812	204,184	(322,721)	38.75%

(1) Interest Earnings are allocated at year-end.

(2) Includes utility billings thru April 2020.

(3) This includes the recycling services thru March 2020.

Further information about projects and financing are located in the 2020-2029 CIP and 2020-2021 Budget.

City of Golden Valley
Monthly Budget Report - Water and Sewer Utility Enterprise Fund
May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current
Revenue					
Water Charges	5,202,500	352,925	1,419,555	(3,782,945)	27.29%
Emergency Water Supply	183,080	13,834	57,575	(125,505)	31.45%
Sewer Charges	4,530,000	354,997	1,470,906	(3,059,094)	32.47%
Meter Sales	20,000	0	2,990	(17,010)	14.95%
Penalties	130,000	13,471	48,415	(81,585)	37.24%
Charges for Other Services	100,000	6,858	30,204	(69,796)	30.20%
State Water Testing Fee Pass Through	46,000	6,169	22,536	(23,464)	48.99%
Sale of Assets	10,000	0	14,050	4,050	140.50%
Franchise Fees	1,500,000	0	0	(1,500,000)	0.00%
Certificate of Compliance	75,000	(250)	11,300	(63,700)	15.07%
Interest Earnings	25,000	0	0	(25,000)	0.00%
Total Revenue	11,821,580	748,004	3,077,531	(8,744,049)	26.03%
Expenses:					
Utility Administration	2,520,385	112,360	496,966	(2,023,419)	19.72% (1)
Sewer Maintenance	3,504,640	278,017	1,654,865	(1,849,775)	47.22%
Water Maintenance	5,101,205	267,336	1,649,341	(3,451,864)	32.33%
Total Expenses	11,126,230	657,713	3,801,172	(7,325,058)	34.16%

(1) Depreciation is allocated at year-end. \$1,120,000 has been delayed.

Further information about projects and financing are located in the 2019-2023 CIP and 2019-2020 Budget.

City of Golden Valley
Monthly Budget Report - Brookview Golf Course Enterprise Fund
May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current
Revenue					
Green Fees	900,000	160,689	193,956	(706,044)	21.55%
Driving Range Fees	170,000	43,419	56,781	(113,219)	33.40%
Par 3 Fees	155,000	40,255	52,454	(102,546)	33.84%
Lawn Bowling	85,000	0	0	(85,000)	0.00%
Pro Shop Sales	95,000	791	1,327	(93,673)	1.40%
Pro Shop Rentals	300,000	35,672	46,509	(253,491)	15.50%
Concession Sales	1,515,000	18,404	212,720	(1,302,280)	14.04%
Winter Activities	0	0	3,526	3,526	
Other Revenue	135,000	16,564	52,431	(82,569)	38.84%
Interest Earnings	10,000	0	0	(10,000)	0.00% (1)
Less: Credit Card Charges/Sales Tax		0	0	0	
Total Revenue	3,365,000	315,794	619,704	(2,745,296)	18.42%
Expenses:					
Golf Operations	751,260	62,514	246,547	(504,713)	32.82% (2)
Course Maintenance	1,046,855	64,837	285,708	(761,147)	27.29%
Pro Shop	141,235	8,466	42,728	(98,507)	30.25%
Grill	1,425,000	42,726	325,959	(1,099,041)	22.87%
Driving Range	45,550	5,869	13,303	(32,247)	29.21%
Par 3 Course	30,260	1,948	3,000	(27,260)	9.91%
Lawn Bowling	15,475	0	1,997	(13,478)	12.90%
Total Expenses	3,455,635	186,360	919,242	(2,536,393)	26.60%

(1) Interest Earnings are allocated at year-end.

(2) Depreciation is allocated at year-end.

Course opened April 18.

Further information about projects and financing are located in the 2020-2029 CIP and 2020-21 Budget.

Fund Balance should be a minimum of \$1,693,550 (6 months reserve).

City of Golden Valley
 Monthly Budget Report - Motor Vehicle Licensing Enterprise Fund
 May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current
Revenue					
Interest Earnings	7,500	0	0	(7,500)	0.00% (1)
Charges for Services	512,550	10,903	139,262	(373,288)	27.17%
Total Revenue	<u>520,050</u>	<u>10,903</u>	<u>139,262</u>	<u>(380,788)</u>	26.78%
Expenses:					
Motor Vehicle Licensing	446,080	36,364	187,633	(258,447)	42.06%
Total Expenses	<u>446,080</u>	<u>36,364</u>	<u>187,633</u>	<u>(258,447)</u>	42.06%

(1) Interest Earnings are allocated at year-end.
 Fund Balance at 12/31/2019 was \$903,958.

City of Golden Valley
 Monthly Budget Report - Storm Utility Enterprise Fund
 May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current	
Revenue						
Interest Earnings	72,250	0	0	(72,250)	0.00%	(1)
Interest Earnings-Other	0	0	0	0		
Henn County Grant-Decola	0	0	0	0		(6)
State DNR Grant	0	0	0	0		(6)
State DEED Grant-Globus	0	0	0	0		(7)
Storm Sewer Charges	2,575,000	218,323	992,451	(1,582,549)	38.54%	
Hennepin County	0	0	0			
Bassett Creek Watershed	670,000	11,454	11,454	(658,546)		(5)
Miscellaneous Receipts	182,700	0	0	(182,700)		
Transfer from General Fund (Green Step)	50,000	0	0	(50,000)		
Total Revenue	3,549,950	229,777	1,003,905	(2,546,045)	28.28%	
Expenses:						
Storm Utility	3,193,715	48,724	1,150,992	(2,042,723)	36.04%	(2) (3) (7)
Street Cleaning	139,825	18,078	57,165	(82,660)	40.88%	
Environmental Control	479,410	20,812	112,782	(366,628)	23.53%	
Debt Service Payments	182,750	0	151,750	(31,000)	0.00%	(3)
Total Expenses	3,995,700	87,614	1,472,689	(2,523,011)	36.86%	(4)

(1) Interest Earnings are allocated at year-end.

(2) Depreciation is allocated at year-end and.

(3) Debt service payments and Medicine Lake Rd Improvements will be reimbursed by TIF.

(4) Reserves are being used that were planned.

(5) Bassett Creek Watershed Coomission reimbursed the City for a 2019 projects.

Further information about projects and financing are located in the 2020-2029 CIP and 2020-2021 Budget.

2020 Equipment Replacement Fund (CIP) - Fund 5700

			2020	May	YTD	
			Budget	Total	Actual	Remaining
Revenues:						
		Sale of Assets	35,000	0	21,635	(13,365)
		Truckster/Toolcat Trade-ins	150,000	0	100,000	(50,000)
		General Fund Transfer	1,032,580	0	0	
		VOTF Transfer	15,000	0	10,000	(5,000) (2)
		Miscellaneous Receipts	0	7,215	8,865	8,865
		Interest Earnings (allocated at year end)	27,727	0	0	(27,727)
		Total Revenues	1,260,307	7,215	140,500	(87,227)
Expenditures:						
Program #	Project Number	Project Name				
		Equipment Certificates (already issued)	555,150	0	553,650	1,500
5701	V&E-001	Marked Squad Cars (Police)	80,000	0	155,847	(75,847) (3)
5702	V&E-002	Computers and Printers (Finance)	95,000	3,135	50,428	44,572 (1)
5703	V&E-034	Crime Prevention Vehicle	30,000	0	0	30,000
5720	V&E-063	Pickup Truck (Street)	40,000	0	0	40,000
5747	V&E-109	Tandem Axle Dump Truck (Street)	270,000	0	0	270,000
5791	V&E-072	Pickup Truck (Engineering)	35,000	0	0	35,000
5768	V&E-107	Utility Truckster (Park)	55,000	0	0	55,000
5768	V&E-116	Utility Toolcat (Park)	54,500	0	0	54,500
5788	V&E-135	Body Cameras/Dash Cams/Software (Police)	24,070	0	0	24,070
5747	V&E-138	Passenger Vehicle (Fire)	40,000	0	0	40,000
5768	V&E-140	Utility Tractor	55,000	0	0	55,000
5741	V&E-133	Dump Truck (Park)	80,000	0	0	80,000
5754	V&E-116	Skid Steer Loader (Street)	55,000	0	0	55,000
5715	V&E-141	Dump Truck (Street)	80,000	0	0	80,000
	V&E-147	Police Commander Vehicle	50,000	0	0	50,000
5754	V&E-148	Command Vehicle (Police)	150,000	0	0	150,000
	V&E-197	Trailer Mounted Impact Attenuator	15,000	0	0	15,000
	V&E-198	Drone (Police)	15,000	0	0	15,000 (2)
		Total Expenditures	1,778,720	3,135	759,925	1,018,795

(1) Computers are replaced every 4-5 years and purchased throughout the year based on available time.

(2) In 2020, monies were transferred for a purchase of a drone from the VOTF Fund.

(3) Includes the 2019 (2) vehicles that did not arrive until 2020.

City of Golden Valley
Monthly Budget Report - Brookview Center Special Revenue Fund
May 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current
Revenue					
Brookview CC Rentals	211,000	4,741	48,208	(162,792)	22.85%
Backyard Play Area	239,325	280	60,070	(179,255)	25.10%
Miscellaneous Revenues	0	0	0	0	
Interest on Investments	0	0	0	0	(1)
Total Revenue	450,325	5,021	108,278	(342,047)	24.04%
Expenses:					
General Area Rooms	358,000	13,998	107,168	(250,832)	29.94% (2)
Indoor Play Area	61,130	18	23,415	(37,715)	38.30%
Total Expenses	419,130	14,016	130,583	(288,547)	31.16%

(1) Interest Earnings are allocated at year-end.

(2) Staff Time/Supplies for Brookview Rental

City of Golden Valley
Monthly Budget Report - Human Services Commission
May, 2020 (unaudited)

	2020 Budget	May Actual	YTD Actual	Over (Under) Budget	% Current	
Revenue						
Pull Tab (10%) Revenues	30,000	0	6,870	(23,130)	22.90%	(3)
Fundraisers	30,000	467	10,720	(19,280)	35.73%	(4)
Interest on Investments	700	0	0	(700)	0.00%	(1)
Total Revenue	60,700	467	17,590	(43,110)	28.98%	
Expenses:						
Supplies	17,100	2,746	3,391	(13,709)	19.83%	(4)
Allocations	78,500	46,500	125,000	46,500	159.24%	(2)
Total Expenses	95,600	49,246	128,391	32,791	134.30%	

(1) Interest Earnings are allocated at year-end.

(2) Allocations in 2020 are \$78,500 plus an additional \$46,500.

(3) Pull Tab revenues are thru March.

(4) Solicitation Letters YTD \$1,305

(4) Run/Walk \$6,024 (net) \$3,391 exp +9,415 rev

(4) Golf Tourney/Lawn Bowling -September-\$.....(net)

Fund Balance at 12/31/19 was \$212,939.03.

Current Fund Balance is \$102,138.

2020 Building Improvement Fund (CIP) - Fund 5200

		2020	May	YTD	
		Budget	Total	Actual	Remaining
Revenues:					
	Transfer from General Fund	535,000	0	400,000	(135,000) (1)
	Interest Earnings (allocated at year end)	7,754	0	0	(7,754)
	Total Revenues	542,754	0	400,000	(142,754)
Expenditures:					
	<u>Project Name</u>				
5215	Installation of Building Security Systems	30,000	467	3,460	26,540
5208	Council Chambers Remodeling	350,000	0	854	349,146
	Comprehensive Building Analysis	70,000	0	0	70,000
	10th Avenue Storage Yard	50,000	0	49,897	103
	Brookview Shelter Sewer Service Repair	50,000	0	0	50,000
	Park Shelter Building Improvements	50,000	0	0	50,000
	Furnaces-Various Buildingd	50,000	0	0	50,000
	Car Charging Station	15,000	0	0	15,000
5202	Public Buildings Roof Replacement	150,000	1,132	1,132	148,868
	Total Expenditures	815,000	1,599	55,343	759,657

(1) Transfer will be made in June.

2020 Park Improvement Fund (CIP) - Fund 5600

	2020 Budget	May Total	YTD Actual	Remaining	
Revenues:					
Transfer from General Fund	350,000	0	0	(350,000)	
Park Dedication Fee	0	0	0	0	
Hennepin County Youth Sports Grant	4,100	0	0	(4,100)	(1)
Little League/Youth Associations/Play Eq Grants	4,100	0	0	(4,100)	(1), (2)
Other Donations	0	0	0	0	
Interest Earnings (allocated at year end)	2,832	0	0	(2,832)	
Total Revenues	361,032	0	0	(361,032)	
Expenditures:					
	<u>Project Name</u>				
5620	Park Signage Replacement	3,000	0	0	3,000 (4)
5621	Tennis & Pickle Ball Court Resurfacing	15,000	0	0	15,000
	Dugout, Fence & Field Replacement	0	0	27,500	(3)
	Community Gardens	30,000	0	0	30,000
	Off-Leash Pet Exercise Area	60,000	0	0	60,000
5608	Park LED Light Replacements	110,000	0	77,364	32,636
5622	Scoreboard Update/Replacement	20,000	0	20,065	(65) (4)
	Total Expenditures	238,000	0	124,929	140,571

(1) Hennepin County Youth Grant \$96,000; GV Girls Softball \$10,000

(2) GV Girls Little League \$6,000

(3) Carry over from 2019

(4) Items removed for COVID-19

Further information about projects and financing are located in the 2020-2029.



EXECUTIVE SUMMARY

Administrative Services

763-593-8013 / 763-593-3969 (fax)

Golden Valley City Council Meeting
July 7, 2020

Agenda Item

3. K. Amend Resolution 04-20 City of Golden Valley Donation/Gift Policy

Prepared By

Sue Virnig, Finance Director

Summary

In 2004, the City approved a Donation/Gift Policy (the "Policy") setting the parameters for accepting donations and gifts in accordance with Minnesota law. The last paragraph of the Policy sets forth the approved on-going programs. Since the Policy was adopted, the status of the approved on-going funds has changed. The proposed resolution would update the list of approved on-going funds to:

- Remove Envision, which is no longer active;
- Change the name of the Human Services Fund to the Human Services Commission, which was changed in 2019; and
- Add the Noah Joynes Youth Recreation Fund, which was approved by the Council on June 2, 2020.

Financial Or Budget Considerations

None.

Recommended Action

Motion to adopt Resolution amending 04-20 City of Golden Valley Donation/Gift Policy.

Supporting Documents

- Resolution amending 04-20 City of Golden Valley Donation/Gift Policy with Exhibit A (3 pages)
- Resolution 04-20 Rescinding Resolution #86 and Adoption of Amended Donation/Gift Policy (3 pages).

RESOLUTION NO. 20-44

AMENDING RESOLUTION 04-20 DONATION/GIFT POLICY

WHEREAS, the City Council adopted Resolution 04-20 on March 16, 2004, which established a policy for the receipt of donations and gifts; and

WHEREAS, the Resolution states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority; and

WHEREAS, the on June 2, 2020 the City approved donations in memory of Noah Joynes, and will help provide youth the opportunity to be involved in programs, by establishing the Noah Joynes Youth Recreation Fund; and

WHEREAS, Exhibit A has been amended to include the Noah Joynes Youth Recreation Fund, change the Golden Valley Human Services Foundation to Golden Valley Human Services Commission, delete Envision and Share the Dream.

NOW, THEREFORE, BE IT RESOLVED that the City Council amend the following resolution with those changes as outlined.

Adopted by the City Council of Golden Valley, Minnesota on this 7th day of July, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

EXHIBIT A

City of Golden Valley Donation/Gift Policy

Resolution 20-44, Amending Resolution 04-20
Resolution 04-20, Adopted by City Council on March 16, 2004

PURPOSE

The City of Golden Valley appreciates donations as they help to enhance the quality of life in the City and to improve the efficiency and effectiveness of City services.

Donations may be in-kind gifts, that is, gifts of real or personal property (not cash) or cash donations. Each year, residents, civic organizations, private businesses, etc., make donations to the City. Donations are sometimes given for a specific purpose (i.e.: park equipment, fire and police equipment. On-going donations may be accepted at year-end for those listed and the sole purpose is for the approved program. The purpose of this policy is to set up procedures for receipt of donations to the City and for the expenditure of these donations.

PROCEDURES

- a. No employee, volunteer or elected or appointed official of the City may solicit donations without first receiving authorization from the City Council. Major changes in funding of these programs and new programs must receive specific authorization from the City Manager. This policy applies to all departments.
- b. All potential donors should consult with the City Manager or his/her designee(s) before proceeding with plans to ensure maximum utilization of in-kind gifts and cash donations. If possible, a letter from the donor should explain the reason for the donation.
- c. The City Council shall make the final determination on the acceptability of an in-kind gift or cash donation at the Council meeting following the receipt of the donation unless for the specific on-going programs listed below. Those donations will follow the major event of the program. A gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority. If the Council were to decline an in-kind gift or cash donation, the Council would direct staff to return that in-kind gift or cash donation to the individual or organization as soon as possible.
- d. All cash donations will be received by the Finance Department for city tracking of receipts and expenditures.
- e. After acceptance by the City Council, donated funds that are not designated to a specific purpose or department shall be placed in a generic donation revenue account that becomes miscellaneous revenue of the City in that specific year.
- f. All donations become City property under the complete jurisdiction of the City Council and any unused balance of designated funds from a program that has been completed, cancelled, etc., shall become revenue of the City.
- g. Recognition may be given to the individuals or groups providing donations to the City, unless otherwise stipulated by the donor.
- h. The donation must meet City criteria in order to be accepted.

CRITERIA

- a. The donation must have a purpose consistent with those of the City.
- b. The donation must be offered by a source acceptable to the City.
- c. All designated donations of funds shall be utilized in accordance with the accompanying designation.
- d. The donation shall not result in ongoing costs that the City Council would be unwilling to fund when the donations are exhausted, unless specific prior authorization to the contrary is given by the City Council at the time the donation is accepted. If prior authorization is not given, sufficient donations to meet all anticipated staff and material costs must be in hand before City commitment is made to personnel and/or materials.
- e. The donation shall not bring undesirable or hidden costs to the City.
- f. The donation shall not be inappropriate or harmful to the residents of the City.
- g. The acceptance of a donation shall not imply City endorsement of any product or service nor shall it implicitly or explicitly obligate the City to act in any way favorable to the donor.
- h. The donation shall not be in conflict with any provision of federal, state or municipal law. (Minnesota Statute 465.03).
- i. The City may not, however, accept or use gifts for religious or sectarian purposes.

The following are approved on-going programs:

Golden Valley Human Services Foundation
Noah Joynes Youth Recreation Fund

This policy will be reviewed annually by the City Council.

Member Tremere introduced the following resolution and moved its adoption, as amended:

RESOLUTION RESCINDING RESOLUTION #86 AND
ADOPTION OF AMENDED DONATION/GIFT POLICY

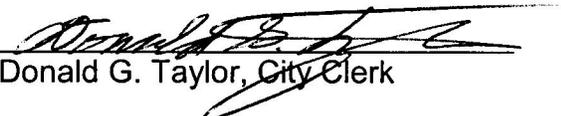
WHEREAS, the City Council adopted Resolution #86 on August 6, 1979 which established a policy for the solicitation and receipt of gifts; and

WHEREAS the City Council now wishes to rescind Resolution #86 and further define the donation/gift policy; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Golden Valley rescinds Resolution #86, and adopts an amended Donation/Gift policy as set forth in Exhibit A.


Linda R. Loomis, Mayor

ATTEST:


Donald G. Taylor, City Clerk

The motion for the adoption of the foregoing resolution was seconded by Member Grayson and upon a vote being taken thereon, the following voted in favor thereof: Freiberg, Grayson, Loomis, Shaffer and Tremere; and the following voted against the same: none, whereupon said resolution was declared duly passed and adopted, signed by the Mayor and her signature attested by the City Clerk.

Exhibit A

Donation/Gift Policy

PURPOSE

The City of Golden Valley appreciates donations as they help to enhance the quality of life in the City and to improve the efficiency and effectiveness of City services. Donations may be in-kind gifts, that is, gifts of real or personal property (not cash) or cash donations. Each year, residents, civic organizations, private businesses, etc., make donations to the City. Donations are sometimes given for a specific purpose (i.e.: park equipment, fire equipment, police equipment, Golden Valley Human Services Foundation (GVHSF), *Envision* and sometimes the funds are given without stipulation. The purpose of this policy is to set up procedures for receipt of donations to the City and for the expenditure of these donations.

PROCEDURES

- a. No employee, volunteer or elected or appointed official of the City may solicit donations without first receiving authorization from the City Council. Major changes in funding of these programs and new programs must receive specific authorization from the City Manager. This policy applies to all departments.
- b. All potential donors are urged to consult with the City Manager or his/her designee(s) before proceeding with plans to ensure maximum utilization of in-kind gifts and cash donations. If possible, a letter from the donor should explain the reason for the donation.
- c. The City Council shall make the final determination on the acceptability of an in-kind gift or cash donation at the Council meeting following the receipt of the donation unless for the specific on-going programs listed below. Those donations will follow the major event of the program. A gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority. If the Council were to decline an in-kind gift or cash donation, the Council would direct staff to return that in-kind gift or cash donation to the individual or organization as soon as possible.
- d. All cash donations will be received by the Finance Department for city tracking of receipts and expenditures.
- e. After acceptance by the City Council, donated funds that are not designated to a specific purpose or department shall be placed in a generic donation revenue account that becomes miscellaneous revenue of the City in that specific year.
- f. All donations become City property under the complete jurisdiction of the City Council and any unused balance of designated funds from a program that has been completed, cancelled, etc., shall become revenue of the City.
- g. Recognition may be given to the individuals or groups providing donations to the City, unless otherwise stipulated by the donor.
- h. The donation must meet City criteria in order to be accepted.

CRITERIA

- a. The donation must have a purpose consistent with those of the City.
- b. The donation must be offered by a source acceptable to the City.
- c. All designated donations of funds shall be utilized in accordance with the accompanying designation.
- d. The donation shall not result in ongoing costs that the City Council would be unwilling to fund when the donations are exhausted, unless specific prior authorization to the contrary is given by the City Council at the time the donation is accepted. If prior authorization is not given, sufficient donations to meet all anticipated staff and material costs must be in hand before City commitment is made to personnel and/or materials.
- e. The donation shall not bring undesirable or hidden costs to the City.
- f. The donation shall not be inappropriate or harmful to the residents of the City.
- g. The acceptance of a donation shall not imply City endorsement of any product or service nor shall it implicitly or explicitly obligate the City to act in any way favorable to the donor.
- h. The donation shall not be in conflict with any provision of federal, state or municipal law. (Minnesota Statute 465.03).
- i. The City may not, however, accept or use gifts for religious or sectarian purposes.

Approved On-going Programs:

Golden Valley Human Services Foundation

Envision

Share the Dream

This policy will be reviewed annually by the City Council.



EXECUTIVE SUMMARY

City Administration

763-593-8006 / 763-593-8109 (fax)

**Golden Valley City Council Meeting
July 7, 2020**

Agenda Item

3. L. Accept Resignation from the Civil Service Commission

Prepared By

Tomás Romano, Assistant to the City Manager's Office

Summary

Commissioner Ralph Schulz has submitted his resignation from the Civil Service Commission

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to accept the resignation of Ralph Schulz from the Civil Service Commission.



EXECUTIVE SUMMARY

City Administration

763-593-8006 / 763-593-8109 (fax)

Golden Valley City Council Meeting July 7, 2020

Agenda Item

6. A. COVID-19 Pandemic Emergency Administrative Actions

Prepared By

Tim Cruikshank, City Manager

Maria Cisneros, City Attorney

Summary

The City Manager and City Attorney recommend that the City Council ratify the attached Emergency Administrative Actions that staff has taken since June 16, 2020 in response to the COVID-19 pandemic.

The new actions include:

- Emergency Administrative Action 20-53 Approving Field Use Agreements with Sports League Associations
- Emergency Administrative Action 20-54 Approving Waiver of Field Maintenance Fees
- Emergency Administrative Action 20-55 Adopting Updated COVID-19 Operations Recovery and Readiness (CORR) Plan. The updated CORR Plan is on file with the City Clerk and available for [review here](#).
- Emergency Administrative Action 20-56 Waiving Soft Recyclable Contractor Fees

Financial or Budget Considerations

Not Applicable

Recommended Action

Motion to ratify Emergency Administrative Actions 20-53 through 20-56

Supporting Documents

- Emergency Administrative Actions 20-50 through 20-56 (10pages)



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-53
APPROVING FIELD USE AGREEMENTS
WITH SPORTS LEAGUE ASSOCIATIONS**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Field Use Agreements with Golden Valley Little League and Golden Valley Girls Slow Pitch and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager

FIELD USE AGREEMENT

This field use agreement is entered into this 1st day of July, 2020, between the City of Golden Valley ("City"), a Minnesota municipal corporation and Golden Valley Girls Slowpitch, (the "Association") a community youth athletic association.

WHEREAS, City is the owner of real property and the improvements made thereon located at Lions Park, Schaper Park, and Wesley Park in the City of Golden Valley, Hennepin County, State of Minnesota, commonly known as the facilities (the "Facilities").

WHEREAS, the Association desires to use City fields for its activities and City desires to provide the Association field time at the Facilities.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Schedule of Field Time and Hours:** The City agrees to provide field time to the Association for the times and dates shown on the attached Field Use Schedule (**Exhibit A**) and in accordance with the terms of this Agreement. Such schedule may be amended from time to time upon the written agreement of both parties' representatives, or as deemed necessary at the discretion of the Parks and Recreation Director. Each year during the term of this agreement, the parties will work together to negotiate a new Field Use Schedule, which may be approved by the Parks and Recreation Director and kept on file with the Parks and Recreation Facilities Supervisor or other designee of the Parks and Recreation Director.
2. **Term:** The term of this agreement will commence on July 1, 2020 and will continue until October 31, 2020.
3. **Field Maintenance Fee:** The Association agrees to pay the City an annual field maintenance fee. The field maintenance fee is determined annually and approved in the fee schedule by the City Council.
4. **Billing and Payments:**
 - a. The City will invoice the Association for field maintenance fees annually in October.
 - b. Upon proper billing by City, the Association will promptly pay the City the amount billed.
5. **Use of Facilities:**
 - a. The Association agrees to use and occupy the Facilities solely for the purpose of conducting seasonal [insert sport name or league] activities in accordance with the terms of this Agreement.
 - b. The Association agrees not to use, nor permit any portion of the Facilities to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Facilities.
 - c. The Association agrees to use the Facilities according to the Rules and Regulations of the City of Golden Valley, which will be updated and provided to the Association from time to time.
6. **Insurance:** The Association, at its expense, shall procure and maintain in force for the duration of this Agreement commercial general liability insurance in a minimum amount of \$1,000,000 per

occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, and at least annually, the Association shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. The Association's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Association's performance under this Agreement.

The Association's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City. Without prejudice to any other right or remedy, if the Association fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at the Association's expense and the consideration shall be adjusted accordingly.

- 7. Services:** In exchange for the mutual promises set forth in this Agreement, the City agrees to provide usable athletic fields.
- 8. Covenant to Hold Harmless:**
 - a. The Association acknowledges that the City has not asserted or accepted any responsibility for supervision, security or control of the Association's property or activities conducted on the Facilities or any part connected or contiguous thereto. The Association is solely responsible to provide security for its equipment kept in the Facilities and shall be solely responsible to provide supervision of its participants, volunteers, staff, agents, and spectators, when on City owned property.
 - b. The Association's participants, volunteers, staff, and agents assume all risks of personal injury arising from its usage of the Facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the Association or others over whom it has supervisory responsibility.
 - c. The Association assumes responsibility for damages to the Facilities or any part connected or contiguous thereto arising out of negligence or fault of the Association under its performance of this Agreement. The City will notify the Association of any damages and allow a reasonable opportunity for review of the damage before repairs are made. The City is responsible for the repair or replacement of Facilities property and will invoice the Association for the damages. The Association's obligation will be to reimburse to the City for any out-of-pocket cost of labor replacement of like-kind and quality of equipment and materials.
 - d. The Association agrees to indemnify and hold harmless the City from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from:
 - i. Any negligent or wrongful act or omission of the Association, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility; or;
 - ii. Any accident, injury, death or damage, to any person or property occurring in the Facilities or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the Association, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the City's performance under this Agreement.

- e. The City agrees to indemnify and hold harmless the Association from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of the City, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Facilities or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the City, its licensees, agents, or employees, excluding claims arising from CPYHA's performance under this Agreement.
9. **Cancellations:** The City shall not be held responsible for the cancellation of field time for reasons beyond the reasonable control of the City, its agents or employees, such as but not limited to equipment failure, loss of power, pandemic, civil unrest, severe weather, or other acts of God. In the event of such an occurrence, the City will attempt to reschedule the Association's field times or the Association may cancel and receive a return of any fees paid but not yet used.
 10. **Breach:** Either party may terminate this agreement at any time.
 11. **Assignment:** The Association shall not assign or otherwise transfer its interest in its scheduled field time to any other person or organization.
 12. **Signage:** The Association may post league information signage, branding, and sponsorship banners all of which shall conform to and be consistent with the sign policy of the City of Golden Valley.
 13. **COVID-19:** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, the Association agrees to the following:
 - a. The Association shall prepare a COVID-19 plan, which plan shall meet all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor's Executive Orders and State Agency Guidance.
 - b. The Association shall submit (i) a copy of its COVID-19 preparedness plan to the City for review; and (ii) a certification that the Association has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
 - c. The Association shall implement and enforce its COVID-19 plan while using the Facilities in accordance this Agreement. The Association shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities and shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.
 - d. The Association shall monitor and update its COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

The City reserves the right to immediately terminate this Agreement without notice if the Association does not abide by the requirements of this Paragraph 14.

14. **No Discrimination:** The Association agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Association agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. The Association agrees to

hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Association or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Association shall provide accommodation to allow individuals with disabilities to participate in all activities under this Agreement. The Association agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

15. Miscellaneous:

- a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.
- b. Severance: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement will remain in full force and will in no way be affected, impaired or invalidated.
- c. No Oral Agreements: This Agreement includes in full each agreement of every kind between the parties concerning the Facilities, and all preliminary negotiations and agreements of any kind or nature are merged in this Agreement. There are no oral agreements or implied covenants in connection with this Agreement. Any modifications to the Agreement shall be made in writing and may be made by email.
- d. Governing Law: This Agreement is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

CITY OF GOLDEN VALLEY

ASSOCIATION

By: _____
Shepard M. Harris, Mayor

By: _____

By: _____
Timothy J. Cruikshank, City Manager

Name: _____
Title: _____

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 2nd day of July, 2020, between the City of Golden Valley ("City"), a Minnesota municipal corporation and Golden Valley Little League, Inc., a Minnesota Corporation (the "Association") a community youth athletic association.

WHEREAS, City is the owner of real property and the improvements made thereon located at Isaacson Park, Scheid Park, Seeman Park, Hampshire Park, and Natchez Park in the City of Golden Valley, Hennepin County, State of Minnesota, commonly known as the facilities (the "Facilities"); and

WHEREAS, the Association and the City previously entered into a lease agreement dated February 23, 2001 (the "Lease Agreement") to grant the Association use of the Facilities for youth baseball activities; and

WHEREAS, on March 13, 2020, Governor Walz declared a peacetime emergency in response to the COVID-19 worldwide pandemic, and since then the Governor has promulgated a series of Executive Orders requiring the Association and the City to follow certain rules and guidelines when engaging in youth sports activities to combat the spread of COVID-19; and

WHEREAS, on March 16, 2020, the City declared a local emergency in response to the COVID-19 worldwide pandemic and on July 16, 2020, the City adopted a COVID-19 Recovery and Readiness Plan that sets forth certain safety requirements that must be followed by third parties using the Facilities.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement and the Lease Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Following new section shall be added to the Lease Agreement after paragraph 11:

COVID-19: In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, the Association agrees to the following:

- a. The Association shall prepare a COVID-19 plan, which plan shall meet all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor's Executive Orders and State Agency Guidance.
- b. The Association shall submit (i) a copy of its COVID-19 preparedness plan to the City for review; and (ii) a certification that the Association has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
- c. The Association shall implement and enforce its COVID-19 plan while using the Facilities in accordance this Agreement. The Association shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities and shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.
- d. The Association shall monitor and update its COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

The City reserves the right to immediately terminate this Agreement without notice if the Association does not abide by the requirements of this Paragraph.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

CITY OF GOLDEN VALLEY

ASSOCIATION

By: _____
Shepard M. Harris, Mayor

By: _____

By: _____
Timothy J. Cruikshank, City Manager

Name: _____

Title: _____



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-54
APPROVING WAIVER OF FIELD MAINTENANCE FEES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby waives all annual field maintenance fees for use of the City's athletic fields.

This waiver shall remain in effect until December 31, 2020, unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-55
UPDATING THE COVID-19 OPERATIONS
RECOVERY AND READINESS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby adopts the updated COVID-19 Operations Recovery and Readiness Plan on file with the City Clerk effective July, 2, 2020.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-56
WAIVING SOFT RECYCLABLE CONTRACTOR FEES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby agrees that, beginning March 1, 2020, the City will waive all monthly per pound payments ("Contractor Fees") required under the Agreement for Collection of Soft Recyclables between Great Lakes Recycling, Inc. and the City and dated March 19, 2019. The waiver of said Contractor Fees shall remain in effect for the remainder of the initial contract term (May 31, 2022).

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager

ANNOUNCEMENT OF MEETINGS AND EVENTS

Three or more Council Members may attend the following

JULY

3	City Offices closed in observance of July 4		
5	Market in the Valley	9 am to 1 pm	City Hall Campus
7	City Council Meeting	6:30 pm	Held Virtually
12	Market in the Valley	9 am to 1 pm	City Hall Campus
14	Council/Manager Meeting	6:30 pm	Held Virtually
19	Market in the Valley	9 am to 1 pm	City Hall Campus
21	Housing and Redevelopment Authority meeting	6:30 pm	Held Virtually
21	City Council Meeting	Following HRA	Held Virtually
23	Golden Valley Business Meeting	8:30-10 am	Held Virtually
28	Building An Equitable Golden Valley: A Discussion With City Leadership	6-7:30 pm	Held Virtually