

City Council

March 17, 2020 – 6:30 pm

REGULAR MEETING AGENDA

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

The City will use WebEx to conduct all electronic meetings. Members of the public may monitor meetings by watching on Comcast cable channel 16 or by streaming on CCXmedia.org. The public may participate in this meeting during public comment sections, including the public forum that begins at 6:20, by calling [+1-415-655-0001](tel:+14156550001) and entering the meeting code 805 422 661. Members of the public wishing to address the Council during an electronic meeting are encouraged to call or email the City Clerk before the meeting to sign up to speak. Additional instructions for participating in electronic meetings are available on the [City's website](#).

1. Call to Order

- | | |
|--|--------------|
| A. Pledge of Allegiance | <u>Pages</u> |
| B. Roll Call | |
| C. Declaration of Local Emergency in Response to COVID-19 Pandemic | 3-8 |

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 – March 4, 2020 | 9-12 |
| B. Approval of City Check Register | 13 |
| C. Licenses: | |
| 1. Approve Renewal of Solid Waste and Recycling Collection Licenses | 14-18 |
| 2. Approve Renewal of Amusement Devices License | 19 |
| 3. Approve Renewal of Gas Station Dispensers Licenses | 20-21 |
| 4. Gambling License Exemption and Waiver of Notice Requirement – School of Engineering & Arts PTA | 22-24 |
| 5. Gambling License Exemption and Waiver of Notice Requirement – The Arthritis Foundation, Inc. | 25-27 |
| 6. Approve Temporary On-Sale Liquor License – Born Passion | 28 |
| D. Minutes of Boards and Commissions: | |
| 1. Planning Commission – February 24, 2020 | 29-35 |



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

E. Approval of Bids, Quotes and Contracts:

1. Authorize Agreement for 2020 Pond Maintenance Project 36-57
2. Approve Purchase of City Vehicles 58-64
3. Approve Design Services for Douglas Drive/Trunk Highway 55 Pedestrian Underpass and Roundabout Project 65-82

F. Acceptance of Grants and Donations:

1. Approve Grant Agreement with the Minnesota Department of Natural Resources for Pennsylvania Woods Habitat Restoration 83-104

4. Public Hearing

5. Old Business

6. New Business

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

- A. First Consideration - Ordinance 679 - Census Enumerator Access to Multi-family Buildings 105-108
- B. Review of Council Calendar
- C. Mayor and Council Communications
 1. Other Committee/Meeting updates

7. Adjournment



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting March 17, 2020

Agenda Item

1. C. Declaration of Local Emergency in Response to COVID-19 Pandemic

Prepared By

Tim Cruikshank, City Manager

Summary

The Council will consider a resolution recognizing and continuing a local emergency declared by Mayor Harris on March 16, 2020 in response to the COVID-19 pandemic.

Financial Or Budget Consideration

Not applicable

Recommended Action

MOTION to adopt Resolution Recognizing and Continuing Local Emergency in Response to COVID-19 Pandemic.

Supporting Documents

- City of Golden Valley Proclamation Declaring a Local Emergency (3 pages)
- Resolution Recognizing and Continuing Local Emergency in Response to COVID-19 Pandemic (2 pages)

CITY OF GOLDEN VALLEY PROCLAMATION DECLARING A LOCAL EMERGENCY

WHEREAS, the virus named “SARS-CoV-2,” is a new strain of coronavirus that has not previously been identified in humans and can easily spread from person to person and which causes a disease named “coronavirus disease 2019,” commonly known as “COVID-19,” which is a respiratory disease that can result in serious injury or death; and

WHEREAS, on January 21, 2020 the first case of COVID-19 was detected in the United States; on March 6, 2020 the first case of COVID-19 was detected in the State of Minnesota; and as of March 16, 2020, there are thirty-five known cases of COVID-19 in Minnesota, including cases in Hennepin County; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, to begin retroactively on January 27, 2020; on March 11, 2020, the World Health Organization declared COVID-19 a world-wide pandemic; on March 13, 2020, President Donald Trump declared that the COVID-19 outbreak in the United States constitutes a National Emergency; and on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize and all necessary resources to be used in support of the COVID-19 response; and

WHEREAS, the World Health Organization and the United States Centers for Disease Control have provided guidance for individuals, healthcare professionals, and businesses to slow the spread of COVID-19, which include cancelling or postponing in-person events that involve more than fifty people for eight weeks; and

WHEREAS, the City of Golden Valley’s Emergency Management Team has been preparing for weeks, working diligently with local, state, and federal partners to maintain situational awareness and respond to COVID-19; and

WHEREAS, additional local cases will trigger a more aggressive public health response and are predicted to impact residents of Golden Valley and those who work in or travel through the City, including City employees; and

WHEREAS, the need for social distancing, school closings, and quarantine methods to stop the spread of COVID-19 is expected to cause significant challenges; and

WHEREAS, the City Manager and Emergency Management Director find that this situation threatens the health, safety, and welfare of the members of the Golden Valley community and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public as a result of COVID-19; and

WHEREAS, the City Manager and Emergency Management Director find that traditional sources of financial aid, assistance and relief will not be able to compensate for the potential impact of COVID-19, and have determined that the necessary resources to respond to and recover from this pandemic will exceed those resources available within the City of Golden Valley, and additional resources will be needed from Hennepin County and state and federal sources; and

WHEREAS, Minnesota Statutes, section 12.29 authorizes the Mayor to declare the existence of a local emergency, invoke necessary portions of the City's Emergency Operations Plans and authorize aid and services in accordance with interjurisdictional agreements, such as mutual aid agreements; and

WHEREAS, under Minnesota Statutes, section 12.37 this emergency declaration authorizes the City to enter into contracts and perform other duties without following many of the time-consuming legal procedures normally required, including:

- Arranging for the performance of public work
- Contracting
- Incurring obligations
- Employing temporary workers
- Renting equipment
- Purchasing supplies and materials
- Complying with limitations on tax levies
- Appropriating and expending public funds, including publication of ordinances and resolutions, advertisement for bids, provisions of civil service laws and rules, competitive bidding, and budget requirements

NOW, THEREFORE, MAYOR SHEPARD HARRIS OF THE CITY OF GOLDEN VALLEY PROCLAIMS, DECLARES, REQUESTS, AND DIRECTS AS FOLLOWS:

1. Under the authority given by Minnesota Statutes, Section 12.29, declares that a local emergency exists within the City of Golden Valley, effective March 16, 2020, with all the powers and responsibilities attending thereto as provided by Minnesota Statutes, chapter 12.
2. Directs City Staff to review ordinance and regulatory requirements, operations, civil and legal proceedings, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Golden Valley.
3. Directs all City departments and offices to operate and support the response to this incident, under the direction and coordination of the City Manager, the Emergency Management Director and Emergency Management Team, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained and City staff remain safe.
4. Directs the City's Emergency Management Director and other appropriate City staff to request and coordinate appropriate aid and resources from surrounding jurisdictions, Hennepin County, the State of Minnesota, and the Federal government, as needed.
5. Declares, under Minnesota Statutes, Section 13D.021, that in-person meetings of the City Council, Planning Commission, and other advisory commissions of the City of Golden Valley are not practical or prudent due to the COVID-19 health pandemic and the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, chapter 12, and hereby directs that:

- a. meetings of the City Council, Planning Commission, and other advisory commissions of the City shall be conducted by telephone or other electronic means; and
 - b. attendance by Councilmembers, Commissioners, City staff and members of the public at the regular meeting location is unfeasible; and
 - c. City Staff shall take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minnesota Statutes, section 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other advisory commission to resume in-person meetings.
6. This emergency declaration shall continue for a period of three (3) days from its effective date of March 16, 2020, unless further extended by or with the consent of the City Council pursuant to Minnesota Statutes, Section 12.29, subd. 1.
 7. Orders that this declaration be given prompt and general publicity and that it be filed promptly by the City Clerk.

Adopted by the Mayor of the City of Golden Valley, Minnesota this 16th day of March, 2020.



Shepard M. Harris, Mayor

RESOLUTION NO. 20-21

CITY OF GOLDEN VALLEY RESOLUTION
RECOGNIZING AND CONTINUING LOCAL
EMERGENCY IN RESPONSE TO COVID-19 PANDEMIC

WHEREAS, on March 16, 2020, the Mayor of the City of Golden Valley declared that the world health pandemic caused by the novel coronavirus and resulting COVID-19 disease threatens the health, safety, and welfare of the members of the Golden Valley community, will impact City operations, and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public; and

WHEREAS, the Mayor has declared that the situation is a local emergency; and

WHEREAS, the City Council agrees with and incorporates herein the Mayor's findings and further finds that the situation will last for more than three days; and

WHEREAS, the City Council finds that immediate action to respond to the situation is needed in order to protect the health, safety, and welfare of the community.

NOW THEREFORE, CITY COUNCIL OF THE CITY OF GOLDEN VALLEY
HEREBY RESOLVES, DECLARES, INVOKES AND DIRECTS AS FOLLOWS:

1. Declares that the local emergency is recognized as continuing until terminated by Resolution of the City Council.
2. Invokes the City's disaster plan and directs the City Manager and Emergency Management Director to implement the portions of the disaster plan that are necessary for response to and recovery from the emergency.
3. Directs City staff to review ordinance and regulatory requirements, operations, civil and legal proceedings, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Golden Valley.
4. Directs all City departments and offices to operate and support the response to this emergency, under the direction and coordination of the City Manager, the Emergency Management Director and Emergency Management Team, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained and City staff remain safe.
5. Directs the City's Emergency Management Director and other appropriate City staff to request and coordinate appropriate aid and resources from surrounding jurisdictions, Hennepin County, the State of Minnesota, and the Federal government, as needed.
6. Declares, under Minnesota Statutes, section 13D.021, that in-person meetings of the City Council, Planning Commission, and other advisory commissions of the City of Golden Valley are not practical or prudent due to the COVID-19 health pandemic and

the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, chapter 12, and hereby directs that:

- a. meetings of the City Council, Planning Commission, and other advisory commissions of the City shall be conducted by telephone or other electronic means; and
 - b. attendance by Councilmembers, Commissioners, City staff and members of the public at the regular meeting location is unfeasible; and
 - c. City Staff shall take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minnesota Statutes, section 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other advisory commission to resume in-person meetings.
7. Directs that this Resolution be given prompt and general publicity and shall be filed promptly by the City Clerk.

Passed by the City Council of the City of Golden Valley, Minnesota this 17th day of March, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

City Council

March 4, 2020 – 6:30 pm

Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

REGULAR MEETING MINUTES

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

1C. Proclamation Honoring Breck's Girls Hockey Championship Team

Mayor Harris presented a proclamation to player representatives from the Breck's Girls Hockey Championship team. Ms. Natalia Hernandez, Head of School at Breck, provided information on the girl's hockey season and the hockey players. Ms. Hernandez answered questions from Council.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the proclamation honoring Breck's Girls Hockey Championship Team and the motion carried.

2C. Annual CCX Media Presentation

Mr. Mike Johnson, Executive Director of CCX Media, presented a brief history of the Cable Commission and Media Company. Mr. Johnson also provided an update on CCX Media and answered questions from Council. The Council thanked Mr. Johnson and CCX Media for their service to the City.

3C. Proclamation Opposing the Practice of Conversion Therapy

City Manager Cruikshank provided back ground information on the proclamation. There was Council discussion regarding the proclamation and their opposition to the practice of conversion therapy. Mayor Harris summarized the proclamation.

MOTION made by Council Member Fonnest, seconded by Council Member Sanberg to approve the proclamation opposing the practice of conversion therapy and the motion carried.

2. Additions and Corrections to Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to approve the agenda of March 4, 2020, as submitted and the motion carried.

3. Approval of Consent Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the consent agenda of March 4, 2020, as revised removal of 3H-Authorize DeCola Ponds Flood Mitigation Planning Agreement and 3I-Appointment to the Human Rights Commission and the motion carried.

3A. Approval of Minutes:

3A1. City Council Meeting – February 18, 2020

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

3C. Licenses:

3C1. Authorize the Renewal of the Fireworks Sales License for Menard’s for a period of May 1, 2020 through April 31, 2021.

3D. Minutes of the Boards and Commissions:

3D1. Planning Commission – February 10, 2020

3D2. Rising TIDES Task Force – January 14, 2020

3D3. Environmental Commission – January 27, 2020

3D4. Bassett Creek Watershed Management Commission – January 16, 2020

3E. Approval of Bids, Quotes and Contracts:

3E1. Authorize the Mayor and City Manager to execute the contract for Brush Pick-Up with Tim’s Tree Service, LLC, in the form approved by the City Attorney to provide brush pick-up and disposal services.

3F. Adopt **Resolution 20-19**, supporting legislation that would authorize cities to collect infrastructure development fees to fund municipal street improvements, including street Improvements, as a necessary component of growth and redevelopment.

3G. Adopt **Resolution 20-20**, supporting submittal of an application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site.

~~**3H.** Authorize DeCola Ponds E & F Flood Mitigation Planning Agreement.~~

~~**3I.** Appointment to the Human Rights Commission.~~

3. Items Removed From the Consent Agenda:

3H. Authorize DeCola Ponds E & F Flood Mitigation Planning Agreement

Council Member Fonnest provided back ground information and an update on the Medicine Lake Road/Winnetka Ave Flood Control project.

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to authorize the Mayor and City Manager to execute the DeCola Ponds E & F Flood Mitigation Planning agreement with Barr Engineering in the form approved by the City Attorney in an amount not to exceed \$40,000 and the motion carried.

3G. Appointment to the Human Rights Commission

Council Member Sanberg welcomed Ms. Giese to the Human Rights Commission.

MOTION made by Council Member Sanberg, seconded by Council Member Rosenquist to appoint Ms. Mary Giese to the Human Rights Commission with a term that expires in May 2022 and the motion carried.

4. Public Hearing

5. Old Business

6. New Business

6A. Review of Council Calendar

The State of the City will be on March 6, 2020, at 10:30 am at New Bohemia located at 8040 Olson Memorial Highway.

Some Council Members may attend the Boy Scout Troop 268 Pancake Breakfast on March 7, 2020, at 8 am at Valley of Peace Lutheran Church located at 4735 Bassett Creek Drive.

Some Council Members may attend the Winter Market in the Valley on March 8, 2020, from 10 am to 2 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Hopkins 2020 Empty Bowls Event on March 10, 2020, from 11 am to 7 pm at Hopkins Center of Arts located at 1111 Mainstreet, Hopkins.

The next Housing and Redevelopment Authority Work Session be on March 10, 2020, at 6:30 pm.

The next Council/Manager meeting will be on March 10, 2020, immediately following the HRA Work Session.

The 2020 Rising TIDES Forum will be held on March 11, 2020, from 5:30 to 7:30 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Golden Valley Historical Society Event on March 12, 2020, at 7 pm at the Golden Valley Historical Society located at 6731 Golden Valley Road.

Some Council Members may attend the Robbinsdale 2020 Empty Bowls Event on March 17, 2020, from 4 to 7 pm at Robbinsdale Cooper High School located at 8230 47th Avenue North, New Hope.

Some Council Members may attend the 2020 Fastenal Parallel 45 Winter Festival and MN World Cup Events on March 14 through 17, 2020, at various times at Theodore Wirth Park located at 1301 Theodore Wirth Parkway.

The next City Council meeting will be on March 17, 2020, at 6:30 pm.

Some Council Members may attend the League of MN Cities 2020 Legislative Conference on March 18 and 19, 2020, at various times at Christ on Capitol Hill Lutheran Church located at 105 University Avenue, St. Paul.

Some Council Members may attend the Golden Valley Business Council on March 26, 2020, from 7:30 to 9 am at Brookview located at 316 Brookview Parkway.

6B. Mayor and Council Communication

Mayor Harris thanked City Clerk Luedke and the election judges who served for a fabulous election. City Clerk Luedke also thanked the election judges who served.

7. Adjourn

MOTION made by Council Member Rosenquist, seconded by Council Member Harris and the motion carried to adjourn the meeting at 7:53 pm.

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

March 17, 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:

- 03/06/20 Check Register



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. C. 1. Approve Renewal of Solid Waste and Recycling Collection Licenses

Prepared By

Kris Luedke, City Clerk

Summary

The following establishments have applied for renewal of their refuse and recycling vehicle licenses for the 2020-2021 period. The applicants below have met all of the City Code requirements for the renewal of their license and staff is recommending approval.

<u>License #</u>	<u>Applicant</u>	<u>License Type</u>	<u>Fee</u>
11732	Ace Solid Waste 6601 McKinley Street Ramsey, MN	Base Fee per Hauler 4 Vehicles	\$ 150 \$ 200
11727	Aspen Waste System 2951 Weeks Avenue SE Minneapolis, MN	Base Fee per Hauler 8 Vehicles	\$ 150 \$ 400
11739	Curbside Waste Inc. PO Box 43154 Brooklyn Park, MN	Base Fee per Hauler 1 Vehicle	\$ 150 \$ 50
10986	Darling Ingredients Inc 9000 382 nd Avenue Blue Earth, MN	Base Fee per Hauler 2 Vehicles	\$ 150 \$ 100
11737	Republic Services 9813 Flying Cloud Drive Eden Prairie, MN	Base Fee per Hauler 23 Vehicles	\$ 150 \$1,300
11731	Suburban Waste 15718 Village Woods Drive Eden Prairie, MN	Base Fee per Hauler 2 Vehicles	\$ 150 \$ 100
11729	Waste Management of MN 10050 Naples Street NE Blaine, MN	Base Fee per Hauler 11 Vehicles	\$ 150 \$ 550

The following applicants have met the majority of the City Code requirements for the renewal of their license and staff is recommending approval contingent upon receipt their completed documentation.

<u>License #</u>	<u>Applicant</u>	<u>License Type</u>	<u>Fee</u>
11728	Baldy Sanitation 5906 Henry Street Maple Plain, MN	Base Fee per Hauler 1 Vehicle	\$ 150 \$ 50
11733	Dick's Sanitation 8984 215 th Street West Lakeville, MN	Base Fee per Hauler 3 Refuse Vehicles	\$ 150 \$ 150
11730	Randy's Environmental Services 4351 US Hwy 12 SE Delano, MN	Base Fee per Hauler 13 Vehicles	\$ 150 \$ 600

Financial Or Budget Considerations

Fees received for Solid Waste and Recycling Collection license renewals are budgeted, and defray costs the City incurs to administer and enforce license regulations and requirements.

Recommended Action

Motion to authorize the renewal of the above Solid Waste and Recycling Collection licenses for a period of April 1, 2020, through March 31, 2021.

Attachment

- List of Solid Waste and Recycling Vehicle Descriptions (3 pages)

Solid Waste and Recycling Vehicles

Ace Solid Waste

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	CNG	3	Residential	Trash	Yes
2	Diesel	3	Residential	Yard Waste	Yes
3	CNG	4	Commercial	Trash	Yes
4	Diesel	3	Residential	Yard Waste	Yes

Aspen Waste Systems

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Commercial	MSW, Recycling & Bulky Waste	Yes
2	Diesel	3	Commercial	MSW	Yes
3	Diesel	3	Commercial	MSW	Yes
4	Diesel	3	Commercial	MSW	Yes
5	Diesel	3	Residential	Yard Waste	Yes
6	Diesel	3	Residential	MSW	Yes
7	Diesel	3	Commercial	Recycling	Yes
8	Diesel	3	Residential	MSW	Yes

Baldy Sanitation Inc.

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Commercial	MSW & Recycling	Yes

Curbside Waste Inc.

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Residential	MSW & Yard Waste	Yes

Darling Ingredients

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Commercial	Recycling	Yes
2	Diesel	3	Commercial	Recycling	Yes

Dick's Sanitation

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Commercial	MSW, Recycling & Bulky Waste	Coming
2	Diesel	3	Commercial	MSW, Recycling & Bulky Waste	Coming
3	CNG	4	Commercial	MSW & Recycling	Coming
4	Diesel	4	Commercial	MSW & Recycling	Coming
5	Diesel	4	Commercial	Bulky Waste	Coming

Solid Waste and Recycling Vehicles

Randy's Environmental Service

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	CNG	4	Commercial	MSW	Yes
2	CNG	3	Residential	MSW	Yes
3	Diesel	3	Commercial	MSW	Yes
4	CNG	4	Residential	MSW	Yes
5	CNG	4	Commercial	MSW	Yes
6	Diesel	3	Commercial	Recycling	Yes
7	Diesel	3	Both	MSW & Bulky Waste	Yes
8	Diesel	3	Both	MSW	Yes
9	CNG	3	Residential	MSW	Yes
10	Diesel	3	Commercial	Recycling	Yes
11	Diesel	3	Both	MSW	Yes
12	Diesel	3	Commercial	Recycling	Yes
13	Diesel	3	Commercial	Recycling	Yes

Republic Services

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Commercial	Recycling	Yes
2	Diesel	3	Commercial	MSW & Bulky Waste	Yes
3	CNG	3	Residential	MSW & Bulky Waste	Yes
4	CNG	4	Commercial	Recycling	Yes
5	CNG	4	Commercial	MSW	Yes
6	CNG	4	Commercial	Organics	Yes
7	CNG	4	Commercial	MSW	Yes
8	CNG	4	Residential	Recycling	Yes
9	Diesel	3	Residential	Recycling	Yes
10	CNG	4	Residential	Yard Waste	Yes
11	Diesel	3	Residential	Recycling	Yes
12	Diesel	3	Residential	MSW	Yes
13	CNG	4	Residential	Recycling	Yes
14	CNG	4	Residential	MSW	Yes
15	CNG	4	Residential	MSW	Yes
16	Diesel	4	Residential	Recycling	Yes
17	CNG	4	Residential	Recycling	Yes
18	CNG	4	Residential	Recycling	Yes
19	CNG	4	Residential	Recycling	Yes
20	Diesel	3	Residential	Yard Waste	Yes
21	Diesel	3	Commercial	MSW, Recycling, Organinc, Yard Waste & Buky Waste	Yes
22	CNG	4	Commercial	MSW, Recycling, Organinc & Yard Waste	Yes
23	CNG	4	Commercial	MSW, Recycling, Organinc & Yard Waste	Yes

Solid Waste and Recycling Vehicles

Suburban Waste Services

<i>Vehicle #</i>	<i>Fuel Type</i>	<i>Axles</i>	<i>Used For</i>	<i>Collection Type</i>	<i>Inspection Records</i>
1	Diesel	3	Residential	Yard Waste	Yes
2	Diesel	3	Residential	MSW	Yes



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. C. 2. Approve Renewal of Amusement Device Licenses

Prepared By

Kris Luedke, City Clerk

Summary

The following establishments have applied for renewal of their amusement device license for the 2020-2021 license term. The applicants have met City Code requirements for the renewal of their license and staff is recommending approval.

<u>License No.</u>	<u>Applicant</u>	<u>License Type</u>	<u>Fee</u>
11930	American Amusement Arcades 2100 West 96 th Street Bloomington	3 Amusement Devices at 6400 Wayzata Blvd	\$45
11932	Schuller's Tavern 7348 Country Club Drive	2 Amusement Devices at 7348 Country Club Drive	\$30
11929	Theisen Vending Company 2335 Nevada Avenue North	2 Amusement Devices at 7348 Country Club Drive	\$30
		2 Amusement Devices at 6920 Wayzata Blvd	\$30

Financial Or Budget Considerations

Fees received for amusement device license renewals are budgeted, and defray costs the City incurs to administer license requirements.

Recommended Action

Motion to authorize the renewal of the above amusement device licenses for a period of April 1, 2020, through March 31, 2021.



EXECUTIVE SUMMARY

Fire

763-593-8079 / 763-593-8098 (fax)

Golden Valley City Council Meeting
March 17, 2020

Agenda Item

3. C. 3. Approval Renewal of Gas Station Dispenser Licenses

Prepared By

Ted Massicotte, Deputy Fire Chief
Jill Lund, Administrative Assistant

Summary

The following establishments are up for renewal of their gas station and gas dispenser license for the 2020-2021 license term. The applicants have met City Code requirements for the renewal of their license and staff is recommending approval.

<u>Applicant</u>	<u>License Type</u>	<u>Fee</u>
Freddie's Petroleum, Inc. DBA: Amstar 9405 Medicine Lake Road	Gas Station/4 Dispensers	\$ 300
Feist Automotive 1875 Lilac Drive North	Gas Station/4 Dispensers	\$ 300
General Mills 1 General Mills Boulevard	Gas Station/6 Dispensers	\$ 400
Golden Valley Country Club 7001 Golden Valley Road	Gas Station/2 Dispensers	\$ 150
Gregg and Jim's Service, Inc. 1900 Douglas Drive North	Gas Station/4 Dispensers	\$ 300
Holiday Stationstores, Inc. 7925 Wayzata Boulevard	Gas Station/5 Dispensers	\$ 350
Linn Retail Centers, Inc. DBA: Holiday Station 600 Boone Avenue North	Gas Station/6 Dispensers	\$ 400

<u>Applicant</u>	<u>License Type</u>	<u>Fee</u>
Jim Lupient Oldsmobile 7100 Wayzata Boulevard	Gas Station/1 Dispenser	\$ 75
Mainline Transportation, Inc. 835 Decatur Avenue North	Gas Station/4 Dispensers	\$ 300
Morrie's Cadillac SAAB 7400 Wayzata Boulevard	Gas Station/1 Dispensers	\$ 75
Regency Hospital 1300 Hidden Lakes Parkway	Gas Station/1 Dispenser	\$ 75
Speedway #4497 6955 Market Street	Gas Station/6 Dispensers	\$ 400
Speedway #4443 1930 Douglas Drive North	Gas Station/4 Dispensers	\$ 300
Theodore Wirth Par 3 1313 Theodore Wirth Parkway	Gas Station/2 Dispensers	\$ 150

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to authorize the renewal of the above gas dispenser licenses for a period of April 1, 2020, through March 31, 2021.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. E. 4. Gambling License Exemption and Waiver of Notice Requirement – School of Engineering & Arts PTA

Prepared By

Kris Luedke, City Clerk

Summary

As per State Statute organizations that conduct gambling within the City limits have to submit an application for a lawful gambling permit to the State after the permit has been approved or denied by the City. Depending upon the timing of the permit the applicants may request the City to waive the 30-day waiting period.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to receive and file the gambling license exemption and approve the waiver of notice requirement for School of Engineering & Arts PTA.

Attachments

- Application for Exempt Permit (2 pages)

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: School of Engineering & Arts PTA Previous Gambling Permit Number: X-93132-19-009
 Minnesota Tax ID Number, if any: 2707914 Federal Employer ID Number (FEIN), if any: 46-0766126
 Mailing Address: 1751 Kelly Drive
 City: Golden Valley State: MN Zip: 55427 County: Hennepin
 Name of Chief Executive Officer (CEO): Adriane Heflin, SEA Spring Fling Committee Chair
 CEO Daytime Phone: 612-730-5389 CEO Email: adrianeheflin@gmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): School of Engineering & Arts

Physical Address (do not use P.O. box): 1751 Kelly Drive

Check one:

City: Golden Valley Zip: 55427 County: Hennepin
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): May 15, 2020

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

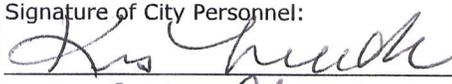
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: Golden Valley

Signature of City Personnel: 

Title: City Clerk Date: 2-28-20

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

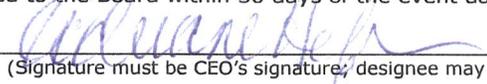
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 2/28/2020
(Signature must be CEO's signature; designee may not sign)

Print Name: Adriane Heflin

REQUIREMENTS **MAIL APPLICATION AND ATTACHMENTS**

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. E. 5. Gambling License Exemption and Waiver of Notice Requirement – The Arthritis Foundation, Inc.

Prepared By

Kris Luedke, City Clerk

Summary

As per State Statute organizations that conduct gambling within the City limits have to submit an application for a lawful gambling permit to the State after the permit has been approved or denied by the City. Depending upon the timing of the permit the applicants may request the City to waive the 30-day waiting period.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to receive and file the gambling license exemption and approve the waiver of notice requirement for The Arthritis Foundation, Inc.

Attachments

- Application for Exempt Permit (2 pages)

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: The Arthritis Foundation, Inc. Previous Gambling Permit Number: X-04371-19-015
Minnesota Tax ID Number, if any: 4993600 Federal Employer ID Number (FEIN), if any: 58-1341679
Mailing Address: 1355 Peachtree Street, Suite 600
City: Atlanta State: GA Zip: 30309 County: Fulton
Name of Chief Executive Officer (CEO): Laurie Stewart (Board Chair)
CEO Daytime Phone: 206-436-1495 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): ccarlson@arthritis.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Metropolitan Ballroom & Club
Physical Address (do not use P.O. box): 5418 Wayzata Blvd
Check one:
 City: Golden Valley Zip: 55416 County: Hennepin
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): October 9, 2020

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Golden Valley</u></p> <p>Signature of City Personnel: <u>[Signature]</u></p> <p>Title: <u>City Clerk</u> Date: <u>3-10-2020</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S BOARD CHAIR SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Board Chair Signature: [Signature] Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Louise Stewart Chair

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <ul style="list-style-type: none"> _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. C. 6. Temporary On-Sale Liquor License – Born Passion

Prepared By

Kris Luedke, City Clerk

Summary

The Born Passion Organization located at 4294 Dahlberg Drive, Golden Valley has applied for a temporary on-sale liquor license for Friday, June 19, 2020, from 12 to 7 pm for the Chip'n for Charity 4th Annual Golf Tournament located at Theodore Wirth Golf Course, 1301 Theodore Wirth Parkway.

The City Code does provide for temporary sales of liquor with Council approval. Also, required is a certificate of liquor liability insurance naming the City as an additional insured in the amount of \$1,000,000. The Born Passion Organization has provided this certificate for their event.

Financial Or Budget Considerations

Fees received for temporary liquor licenses help to defray costs the City incurs to administer license requirements.

Recommended Action

Motion to approve a temporary on-sale liquor license for Born Passion, 4294 Dahlberg Drive, Golden Valley for their event at Theodore Wirth Golf Course, 1301 Theodore Wirth Parkway on June 19, 2020.

Planning Commission

February 24, 2020 – 7 pm

Council Chambers

Golden Valley City Hall

7800 Golden Valley Road

REGULAR MEETING MINUTES

1. Call to Order

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

Roll Call

Commissioners present: Ron Blum, Adam Brookins, Andy Johnson, Ryan Sadeghi, and Chuck Segelbaum

Commissioners absent: Lauren Pockl, Rich Baker, Ari Prohofsky

Staff present: Planning Manager Jason Zimmerman and City Planner Myles Campbell

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

Chair Blum, asked for a motion to approve the agenda.

MOTION made by **Commissioner Brookins**, seconded by **Commissioner Johnson** to approve the agenda of February 24, 2020, as submitted and the motion carried unanimously.

3. Approval of Minutes

Chair Blum asked for a motion to approve the minutes from February 10, 2020.

MOTION made by **Commissioner Segelbaum**, seconded by **Commissioner Johnson** to approve the meeting minutes from February 10, 2020, as submitted, and the motion carried unanimously.

4. Informal Public Hearing – Major PUD Amendment

Applicant: John Gabbert

Address: 1601 Noble Drive (Sweeny Lake Woods PUD No. 120)

Purpose: To subdivide properties within an existing PUD and incorporate some portions of adjacent properties

Jason Zimmerman, Planning Manager, began the presentation with a recap that this request is to amend the existing Planned Unit Development (PUD) No. 120. The original PUD was approved in 2015 for three single-family lots on Sweeny Lake, all using a private drive. This proposal would expand the PUD boundary and reconfigure property lines to create additional buildable lots. Utilizing maps for visual clarity, **Zimmerman** stated differences between the existing and the proposed PUD.



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.



Existing

- 3 lots inside the PUD (1 with a home, 2 vacant)
- 4 lots outside the PUD (2 with homes, 2 vacant)

Proposed

- 4 lots inside the PUD (1 with a home, 3 vacant)
- 3 lots outside the PUD (2 with homes, 1 vacant)

Regarding community engagement, **Zimmerman** informed the Commission that a public meeting was held at City Hall in October 2019. This meeting addressed resident questions about lots, stormwater management, and the pending variance at the time for the private street. The Board of Zoning Appeals denied the variance request regarding the street but then was approved by City Council, following an appeal. This approval included a condition that sprinkler systems be installed for all new construction. **Zimmerman** listed the addresses of lots within and outside both the existing and proposed PUD; all lots are above the minimum lot size of 10,000 square feet.

Using environmental goals and water policies from the 2040 comprehensive plan as a guide, the engineering department did a full analysis of this PUD. A construction phasing plan, storm sewer construction plan, and a detailed tree/landscaping plan will continue to be developed.

When a PUD amendment is evaluated, it's done so against a list of criteria from the city. The original PUD met the criteria and the amendment does as well.

Zimmerman listed a number of next steps, such as review and approval from the Bassett Creek Watershed Management Commission, DNR, and City Council. Existing easements need to be vacated and new easements need to be dedicated.

Planning staff is recommending approval with the following conditions:

1. The plans dated February 13, 2020, are part of the approval
2. Existing easements are vacated and new easements dedicated as shown
3. City Attorney determines if a title review is necessary
4. Park dedication fee of \$34,560 is paid
5. Deferred special assessment of \$35,000 is paid
6. Conservation easement for 1640 Noble Drive is signed and recorded
7. Impervious surface area on each of the four undeveloped lots is limited to 10,000 sq ft

Commissioner Segelbaum asked why the Planning Commission isn't deciding on the subdivision in addition to the PUD. **Zimmerman** responded that the Commission is, however it's already wrapped up in the PUD approval. Even the lots outside of the PUD that are being subdivided are wrapped up in the PUD approval.

Representatives for the applicant and project approached the Commission.

Matt Pavek, Civil Engineer, working on the project

Jackie Day, Realtor, realtor for applicant

Pavek stated that staff presentation was thorough and from an engineering perspective, the plan is fairly straightforward. The most complicated part is the stormwater component but his team worked with city staff to create a low impact development plan.

Commissioner Johnson asked the representatives how they intend to mitigate construction noise and prevent wet basements for owners.

Pavek responded that there are construction best practices through the city and when pulling a permit, the builder shall adhere to that. Aside from that, it's a little far down the line and **Pavek** stated he couldn't speak much more to it at this time. **Day** added that the lots have not even been made marketable at this point but they'll be sold individually and then folks will build as they care to. Regarding stormwater, **Pavek** stated the groundwater levels are high in this area. New homes will be built above that level and will have drain tile. Swales and ponds will be placed below the groundwater level so water will flow away from existing properties.

Segelbaum asked the applicant why they're developing the property. **Day** responded that the property taxes are a part but the owner was waiting to sell to someone who would develop by enhancing what was present. **Pavek** added that two current owners were interested in splitting a plot and part of this amendment addresses that. The other lots needed to be reconfigured in order to have street access.

Chair Blum opened the public hearing portion at 7:25pm.

Ammar Al-Shash, 1807 Noble Drive, has three concerns:

1. Construction – There has not been neighboring construction but there is construction across the street. With this plan in place, Al-Shash stated he will have construction next to him as well as behind him.
2. Density – Al-Shash is concerned about the density and was behind the original PUD of three homes along the private road past his home. Adding a fourth lot now is concerning as they are being placed closer to him and further from the cul-de-sac at the end of the road.
3. Easement – Al-Shash objects to the overburdening of his easement with additional traffic.

Steve Maddox, 1604 St. Croix Circle, in general supports the amendment. Maddox is to the west of the filtration basin and his concerns are related to water flow and stagnant water.

Chair Blum closed the public hearing portion at 7:29pm.

Segelbaum asked staff to respond to the density concern with the original PUD planning for three lots and the amendment introducing four. **Zimmerman** responded with slides from the presentation and elaborated on the narrowness of those preliminary lots in addition to the setbacks. The same amount of land is utilized. **Blum** asked about the easement concern and measurements. **Zimmerman** responded that the easement came up when the variance was applied for, and the resident who spoke at the public hearing understood he had an easement over part of the road. After legal analysis, it was discovered that the easement allowed the 1807 resident to utilize the private road as

it's owned by the owner of the PUD. That means that the resident is granted access through that easement, the access is not under that resident's control.

Blum addressed the flow of water and the filtration basin. **Zimmerman** responded that the plans for the basin were approved by the city and are under review with the Bassett Creek Watershed. If there were an emergency water situation, the basin is set to flow in to the lake instead of backing up.

Segelbaum asked if the lots would meet requirements to possibly be subdivided one day.

Zimmerman stated that even though the lots were large, they likely wouldn't be able to be subdivided due to the frontage access and stormwater needs for that area.

Segelbaum stated that the density is shifting but it's not overly dense with the modifications, while another house is being added, the trade-off is greater water quality in the stormwater and thus Sweeny Lake. **Blum** echoed this approval.

MOTION made by **Commissioner Johnson**, seconded by **Commissioner Sadeghi** to recommend approval of the PUD Amendment 120 to subdivide properties within an existing PUD and incorporate some portions of adjacent properties. The motion carried unanimously.

5. Informal Public Hearing – Zoning Code Text Amendment

Applicant: City of Golden Valley

Purpose: Amending zoning districts to regulate tobacco sales

Myles Campbell, City Planner, started his presentation by recapping the February 10th meeting. After reviewing a number of scenarios, commissioners generally preferred a limited definition of youth-oriented facilities. This met the goal of mitigating youth tobacco exposure over a broader restriction based on a zoning category. Commissioners also wanted to preserve a good portion of eligible commercial land and specifically commercial land in the downtown area. **Campbell** reminded the group that the goal for tonight's public hearing is to come to a consensus on restrictions regarding tobacco retail establishments and to recommend ordinance language to the City Council for review and approval.

Campbell continued by summarizing two parallel sets of zoning language: one restricting tobacco retail establishments based on proximity to parcels zoned for assembly type uses, the other restricting them based on proximity to a defined set of youth-oriented facilities. **Campbell** followed with proposed language changes to city code, varying slightly depending on the determination of the commissioners. **Campbell** added that the zoning category of Assembly has yet to be adopted by the City Council. In the interim, the existing Institutional designations will need to be utilized until that code is amended to include Assembly as a zoning category. **Commissioner Segelbaum** asked for clarification on those items and where a community center is categorized, **staff** responded it falls under an I-3 zone.

Campbell displayed 6 scenarios maps, three buffer examples for each of the two options.

Staff recommends that commissioners adopt language based on mapped scenario E. This will define youth-oriented facilities and establish 750-foot buffer around any schools, playgrounds, and athletic fields, within which a tobacco retail establishment would be restricted from locating.

- Section 113-1 would be amended to include a definition of youth-oriented facilities

- Section 113-92 would be amended to add tobacco retail establishments as a restricted use subject to the following restrictions

Segelbaum asked why staff opted for specifically defining schools, playgrounds, and athletic fields and not categorizing it as areas of assembly. **Campbell** restated the items from his presentation regarding language and definition clarity. This direction was also advised from the City Attorney as an area of assembly encompasses more than just youth oriented facilities.

Commissioner Sadeghi asked for clarity on if a tobacco retailer was able to transfer a license to allow another retailer to utilize it in the event of a sale. **Campbell** responded that per the City Attorney, the license is non-transferable in a sale. **Segelbaum** asked what the tobacco retailers are that fall within the buffers and risk potential loss of license if they lapse or sell. Staff pointed out two gas stations, a tobacco retailer, and a pharmacy/convenience store.

Chair Blum asked the Commissioners if parks seemed like a youth oriented facility and **Segelbaum** pointed out that they are added in the scenario chosen. **Campbell** restated that parks with playgrounds and playing fields are included and reminded Commissioners that not including green space/natural parks was part of a previous conversation. **Blum** stated some preserve areas may not attract youth oriented activities but thinks Theodore Wirth Park should be under consideration for inclusion.

The conversation continued on to the types of activities that take place at Theo Wirth and if those activities are school or community sanctioned. The conversation also revolved around the definition of playground and athletic field, as well as how the trailhead at Theo Wirth is defined. A number of Commissioners expressed anecdotes of attending the nature park with families for activities. **Blum** added that because water is near Theo Wirth, it should be added to the amendment. **Segelbaum** stated he believes that Theo Wirth should be added but is against limiting tobacco licenses for current retailers. Specifically gas stations, if the owner sells and can't transfer a tobacco license, that will negatively impact the business.

Commissioner Johnson chimed in that this determination has already been made.

Campbell showed a map that was reviewed at a previous Commission meeting, and that scenario displays a buffer around Theodore Wirth. However, this scenario includes a buffer around Brookview Park and that buffer really impacts possible retailers in the downtown area. **Campbell** continued by referencing the conversation at the February 10th meeting when Commissioners decided to distinguish between nature parks and recreation parks. **Sadeghi** added he is concerned about creating a buffer that impacts gas stations and potentially prevents them from tobacco sales. **Segelbaum** asked if there was a way to include a buffer around Theo Wirth but not around Brookview. **Zimmerman** responded that there may be a way although this meeting was intended to be a public hearing. Taking that possibility under consideration would mean postponing the public hearing and reconfiguring scenario maps. **Blum** stated that he's comforted by the fact that buffers don't impact current businesses. He added that he's also comfortable including a buffer around Brookview. **Segelbaum** stated a preference for a 500 ft buffer and thus scenario D. **Campbell** asked for amendments or changes to the actual ordinance language.

Johnson stated that the group was just notified that the Comprehensive Plan they all worked on was approved. He reminded the Commissioners the portions they all worked on and what was designated to their Commission and then to other Commissions. **Johnson** went on to state that the group seemed to be struggling with a final decision because maybe health concerns aren't within their purview. He reminded the group that the tobacco retail requirements have already been determined and that their buffer zones won't help or hinder that process. **Commissioner Brookins** added that he doesn't care for the Commission's approach to this issue and should look at it the same way they looked at the 2040 Comprehensive Plan. After more discussion about buffers and chain of events after a determination, **Zimmerman** reminded the group that the goal is to support the request of City Council.

Sadeghi suggested looking at where the group would like to see tobacco sales occur and then create a buffer zone around youth-oriented facilities to accommodate that. **Segelbaum** said that if the Commission can't come to a decision then they should provide the Council with what information they uncovered through this process. **Brookins** stated his desire to table a determination and to see a scenario where tobacco sales stay in Commercial districts 250 ft from state highways. He added that he thinks the desired outcome will stay the same. **Segelbaum** said they need to understand the parameters from council, the direction was to be from youth-oriented facility. **Campbell** reminded the group that an arbitrary ordinance can't be put in place, there needs to be a clear connection and justification. If the goal is to keep tobacco sales away from youth oriented spaces, then the ordinance needs to be written with that clear connection.

The scheduled Public Hearing was not called

MOTION was made by **Commissioner Brookins** to table the conversation and await more information from staff and seconded by **Commissioner Johnson**.

The motion to table carried 4-1.

Aye: Sadeghi, Brookins, Blum, Johnson

Nay: Segelbaum

Television portion of the meeting concluded at 8:37pm

--Short Recess--

6. Council Liaison Report

Councilmember Rosenquist provided an update to Commissioners on various topics and discussions both at the City Council and throughout the City. She reminded Commissioners of the upcoming Joint Board, Commission, and Council Meeting later in the week. She also provided an update on new Board and Commission members of the City's Rising Tides Equity Taskforce, Human Rights Commission, and the Open Space and Recreation Commission.

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

Rosenquist updated Commissioners on a recent grant awarded to the City by the Department of Natural Resources and some of the upcoming work for the City's Housing and Redevelopment Authority surrounding an ongoing housing study of the City.

8. Other Business

Commissioners and staff reported no other business.

9. Adjournment

MOTION made by **Johnson**, seconded by **Blum** and the motion carried unanimously to adjourn the meeting at 8:50 PM.

Adam Brookins, Secretary

Amie Kolesar, Planning Assistant



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. E. 1. Authorize Agreement for 2020 Pond Maintenance Project

Prepared By

Jeff Oliver P.E., City Engineer

Eric Eckman, Environmental Resources Supervisor

Summary

As part of its stormwater permit with the Minnesota Pollution Control Agency (MPCA), the City is required to inspect, prioritize, and maintain its stormwater treatment ponds. The City uses its modeling software application to assess and prioritize which ponds to field inspect. Field inspection includes surveying and sediment testing consistent with MPCA guidance.

Based on preliminary modeling, four ponds were identified for further assessment and field inspection (see location map). Depending on the results of the field inspections and benefit-cost analysis, up to two ponds will be selected for maintenance in 2020.

The scope of professional services in this agreement includes project management and meetings, survey and testing, benefit-cost analysis, permit coordination, preparation of construction documents, and construction management services at a cost not-to-exceed \$44,300. The services include:

Project Management and Meetings

- Attend design meetings with City staff and stakeholders.
- Work with project team to coordinate project deliverables, schedule, and budget

Survey Verification and Sediment Testing

- Use modeling software to determine inspection and maintenance priorities
- Field survey four ponds
- Collect and lab test sediment samples from two ponds

Benefit-Cost Analysis / Design Memo

- Determine extent of maintenance and costs associated with each option
- Identify historical wetland status, previous grading work, and record drawings

Permit Coordination

- Coordinate and obtain required permits
 - US Army Corps of Engineers
 - Wetland Conservation Act

Construction Documents

- Prepare draft construction plans, specifications, update cost estimate
- Finalize construction plans, specifications, bidding documents

Construction Management

- Attend construction meetings
- Construction observation of critical project components and regular check-ins with contractor and staff (approximately 15 hours per week)
- Construction staking
- Preparation of record drawings

The project milestone schedule is as follows:

2020-2021	Public engagement (throughout project)
Spring 2020	Model, survey and test ponds, perform benefit-cost analysis
Summer 2020	Design and bid project
October 2020	Award construction contract
Nov/Dec 2020	Begin construction
February 2021	Substantial completion
Spring 2021	Restoration and vegetation establishment

Following bidding, a separate contract for construction will need to be awarded to a contractor in October 2020. No additional agreements for engineering services will be needed as this professional services agreement includes construction management services.

Financial Or Budget Considerations

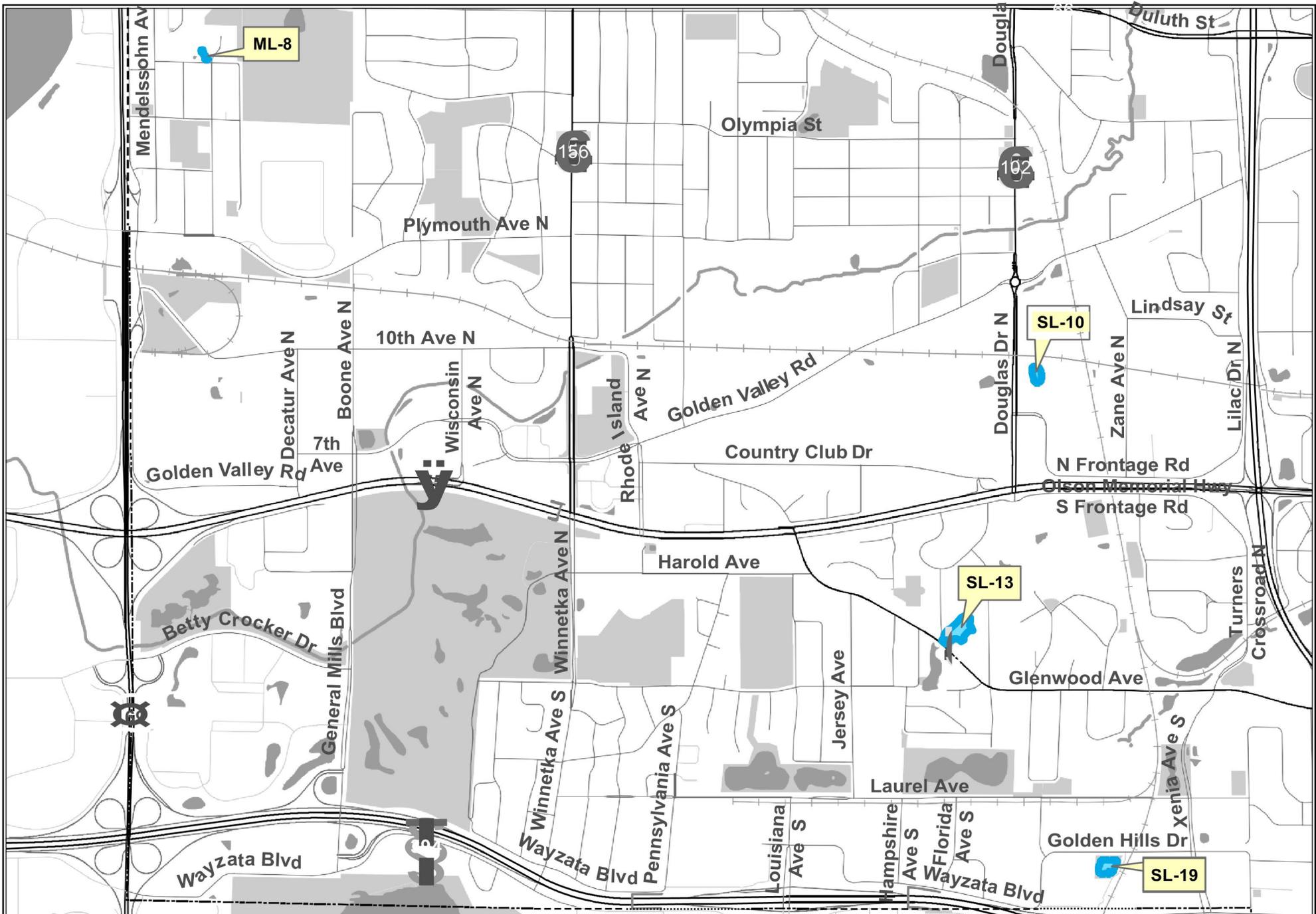
Funding for this project will come from the 2020 Storm Sewer Capital Improvement Program (SS-23) which includes \$300,000.

Recommended Action

Motion to authorize the Mayor and City Manager to execute the Professional Services Agreement for the 2020 Pond Maintenance Project with WSB & Associates, Inc in the form approved by the City Attorney in an amount not to exceed \$44,300.

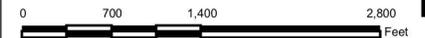
Supporting Documents

- Pond Location Map (1 page)
- Agreement with WSB & Associates, Inc. (19 pages)



2020 Pond Maintenance Project Pond Locations

Sources: Print Date: 2/11/2020
 -Hennepin County Surveyors Office for
 Property Lines (2019)
 -City of Golden Valley for all other layers.



**PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES FOR THE
2020 POND MAINTENANCE PROJECT**

THIS AGREEMENT is made this March 17, 2020 (“Effective Date”) by and between WSB & Associates, Incorporated a Minnesota corporation with its principal office at 701 Xenia Avenue South, Suite #300, Minneapolis, MN 55416 (“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 provide professional engineering services for the 2020 Pond Maintenance Project.
- 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 as follows:

- Task 1: April 2020 - April 2021
- Task 2: April - May 2020
- Task 3: May – June 2020
- Task 4: June - October 2020
- Task 5: June - October 2020
- Task 6: November 2020 – Spring 2021

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 \$44,300. 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. \$200,000,000 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. \$10,000,000 Each claim
- 2. \$10,000,000 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. \$5,000,000 per claim
- 2. \$5,000,000 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 Jeff Oliver, City Engineer, or designee. Consultant's authorized agent for purposes of administration of this contract is _____, 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

WSB & Associates, Inc.
701 Xenia Avenue South Suite #300
Minneapolis, MN 55416

THE CITY

City of Golden Valley
Jeff Oliver
7800 Golden Valley Road
Golden Valley, MN 55437
joliver@goldenvalleymn.gov

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

25. **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.

26. **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.

27. **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.

28. **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.

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 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.

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 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.

WSB & ASSOCIATES, INC:

By: _____
Name: _____
Title: _____

CITY OF GOLDEN VALLEY:

By: _____
Shepard M. Harris, Mayor

By: _____
Timothy J. Cruikshank, City Manager

EXHIBIT A

SCOPE OF SERVICES

2020 RATE SCHEDULE

GEOTECHNICAL GROUP – 2020 UNIT RATE SHEET

CONSTRUCTION MATERIALS GROUP – 2020 UNIT RATE SHEET



February 10, 2020

Mr. Jeff Oliver, PE City
of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

Re: Professional Services for 2020 Pond Maintenance for the City of Golden Valley

Dear Mr. Oliver:

We are pleased to present this work plan to provide professional engineering services to complete pond surveys, benefit-cost analysis, final design, and construction management for the 2020 Pond Maintenance Project. The goal of the project is to identify which ponds are in need of maintenance and determine the best cost-benefit for completing necessary maintenance within the City's capital improvement budget. This will help ensure the selected ponds continue to meet the City's stormwater management needs.

SCOPE OF ENGINEERING SERVICES

Task 1 – Project Management and Meetings (\$3,200)

Project management will be performed throughout the course of the project. Project management will include attending meetings (developing agendas, preparing handouts/graphics, and completing minutes as necessary), regular communication with the City, and management of the staff and budget. The following subtasks are included as part of Project Management:

- 1.1 Attend design update meetings with City staff and stakeholders.
- 1.2 Work with project team to coordinate project deliverables, schedule, and budget.

Deliverables: *Three (3) meetings with City staff (one to review pond design memos, one to review draft construction plans, and one to deliver final construction documents).*

Task 2 – Survey Verification and Sediment Testing (\$5,900): April – May 2020

WSB will work with City staff to use the SWAMP pond modeling software application to determine inspection and maintenance activities. This scope also assumes survey verification of the following four ponds; ML-8, SL-10, SL-13, and SL-19 to confirm existing conditions and to help evaluate the extent of the maintenance needed. Based on the results of the surveys and benefit-cost analysis, it is anticipated that the City will select two ponds to move forward with investigating (testing pond sediments). The sediment characterization work will be performed in accordance with the MPCA's May 2017 guidance document "Managing Stormwater Sediment Best Management Practices Guidance." This document provides technical guidance for characterizing sediment in stormwater ponds, including determination of the number of samples per pond and potential contaminants to be analyzed.

This task will include collecting 2 sediment samples at each of two selected ponds (total of 4) as well as the lab fees to process each sample for the following parameters:

- Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) using approved EPA Method 8270.
- Copper using approved EPA Method 6010.
- RCRA Metals using EPA Method 6010.

Deliverables: *Pond Sediment Testing Spreadsheet. This includes lab fees which are anticipated to be approximately \$250 per test.*

Task 3 – Benefit-Cost Analysis and Design Memos (\$3,000): May – June 2020

Pond design memos will be completed for four potential pond projects to determine the extent of maintenance and the associated cost benefit of the maintenance options. The SWAMP application will be used to help efficiently complete this analysis. The memos will also identify historical wetland status, previous grading work or record drawing for each basin, construction access, and other factors that may affect final design and construction.

Deliverables: *Four (4) Pond Design Memos.*

Task 4 – Permit Coordination (\$3,750): June – October 2020

This task consists of coordinating and obtaining the required permits for the proposed pond maintenance activities. It is anticipated that US Army Corps of Engineers Permitting will be required based on experience with similar projects. In addition, Wetland Conservation Act (WCA) No-Loss decision will likely also be necessary. The following subtasks are included in permit coordination:

- 4.1 US Army Corps of Engineers approval.
- 4.2 WCA No-Loss decision.

Deliverables: *Necessary Permitting Documentation for the US Army Corps of Engineers and WCA. This task does not include any necessary permit application fees; these will be passed on to the City if applicable.*

Task 5 – Construction Documents (\$15,450): June – October 2020

This task consists of completing construction plans, specifications, and bidding documents for all pond improvement and maintenance activities. Plans will be developed using recent pond inspection data. In addition, one site visit is anticipated to confirm construction access and other constructability details. Plans are anticipated to include: cover sheet, details, grading plan, restoration/erosion control, and site access/traffic control. In addition, an Engineer's cost estimate will be developed to verify consistency between the proposed improvements and the City's budget.

This scope assumes answering questions during the bid process to help facilitate the understanding of construction expectations. It is important to note that this task does not include negotiating site access with property owners and obtaining temporary easements or right-of- entry; however, we can assist with this as needed. The following subtasks are included:

- 5.1 Prepare draft construction plans, specification, and updated cost estimate.

- 5.2 Finalize construction plans, specification, and bidding documents based on feedback from City staff.

Deliverables: *Final Plans, Specifications, and Bid Documents.*

Task 6 – Construction Management (\$13,000): November 2020 – Spring 2021

Construction management will be performed throughout the course of the construction schedule. This will include attending weekly progress meetings throughout the project, and other necessary construction coordination.

This task will include part-time observation (approximately 15 hours per week). This will include inspection of all critical construction components as well as regular check-ins with the contractor and the City.

This scope of services also includes all necessary construction staking and survey work, as well as the following subtasks:

- 6.1 Attend pre-construction meeting.
- 6.2 Attend weekly construction meetings as necessary.
- 6.3 Part-time construction observation.
- 6.4 Construction staking.
- 6.5 Record drawings.

Deliverables: *Pre-Construction Meeting, Construction Meetings, Construction Observation, Construction Staking, and Record Drawings.*

TOTAL ESTIMATED ENGINEERING FEE

The cost to provide the scope of services outlined in this proposal will be billed hourly, based on our current hourly rates. We are proposing to complete the Pond Surveys, Design Memos, and Final Design for the 2020 Pond Maintenance Project for a not-to-exceed fee of \$44,300.

If you are in agreement with the scope of services outlined above, please sign where indicated below and return one copy to our office. The necessary contract documents will then be provided. WSB will start work upon receipt of a signed contract. If you should have any questions regarding this proposal, please contact Jake at 763-231-4861.

Sincerely, WSB



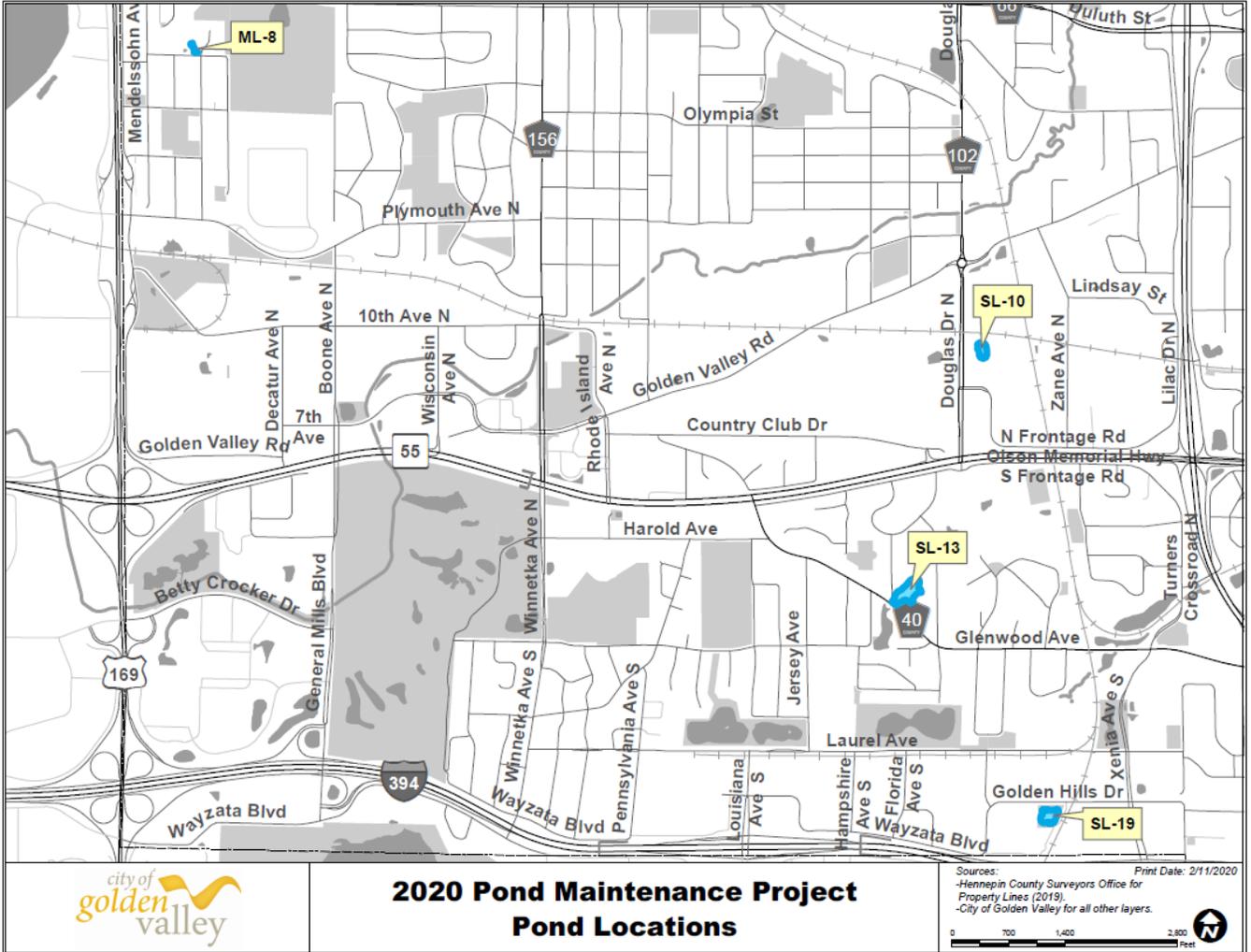
Jake Newhall, PE
Project Manager



Joey Abramson, PE
Project Engineer

alp

LOCATION MAP



**2020 Pond Maintenance Project
Pond Locations**

Print Date: 2/11/2020
 Sources:
 -Hennepin County Surveyors Office for Property Lines (2019).
 -City of Golden Valley for all other layers.

0 700 1,400 2,800 Feet

EXHIBIT B

2020 RATE SCHEDULE

GEOTECHNICAL GROUP – 2020 UNIT RATE SHEET

CONSTRUCTION MATERIALS GROUP – 2020 UNIT RATE SHEET

2020 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$152 - \$192
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$152 - \$192
PROJECT MANAGER	\$135 - \$150
PROJECT ENGINEER GRADUATE ENGINEER	\$90 - \$146
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$58 - \$146
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$70 - \$150
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$58 - \$146
PLANNER SR. PLANNER	\$70 - \$150
GIS SPECIALIST SR. GIS SPECIALIST	\$70 - \$150
CONSTRUCTION OBSERVER	\$95 - \$120
SURVEY	
One-Person Crew	\$149
Two-Person Crew	\$196
Three-Person Crew	\$211
OFFICE TECHNICIAN	\$53 - \$94

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above billing rates. Vehicle mileage is included in the above billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. | Permit fees are reimbursable expenses; however, the City prefers to pay permit fees directly. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

2020 Geotechnical Rate Schedule

Description	Code	Unit	Rate
PERSONNEL CHARGES			
2-Person Drilling Crew/Non-Drilling Act	6000	Per Hour	\$180
2-Person Drilling Crew	6001	Per Hour	\$220
2-Person Drilling Crew – Prevailing Wage	6002	Per Hour	\$300
One-Person Traffic Control (Flagging)	6080	Per Hour	\$80
Two-Person Traffic Control (Flagging)	6090	Per Hour	\$160
EQUIPMENT CHARGES			
Truck-Mounted Drilling Rig	6040	Per Hour	\$60
Track-Mounted Drilling Rig	6050	Per Hour	\$110
Trailer Rental (Track-Mounted Drill Rig)	6060	Per Project	\$350
Drilling Consumables	6070	Per Project	Variable
TRIP CHARGES			
Drilling Rig Mileage	6010	Per Mile	\$1.35
Semi-Tractor Transport Mileage	6020	Per Mile	\$2.20
Support Truck Mileage	6030	Per Mile	\$1.05

2020 Construction Materials Rate Schedule

Description	Code	Unit	Rate
SOILS			
Vibration Monitoring	2112	Per Month	\$1,000
Sample Preparation	3200	Per Sample	\$25
Unified Soil Classification	3210	Per Sample	\$15
Visual Soil Identification	3220	Per Sample	\$15
Hand Penetrometer/Torvane	3225	Per Test	\$10
Liquid Limit or Plastic Limit Only	3230	Per Test	\$60
Atterberg Limits, P.I.	3240	Per Test	\$125
Shrinkage Limit	3245	Per Test	\$110
Water/Moisture Content	3250	Per Test	\$15
pH Determination	3251	Per Test	\$45
Dry Density w/ Moisture	3252	Per Test	\$40
Topsoil Borrow	3253	Per Test	\$280
Organic Content	3255	Per Test	\$65
Standard Proctor	3260	Per Test	\$150
Proctor Sample Preparation	3265	Per Test	\$30
Modified Proctor	3270	Per Test	\$175
Proctor – One Point Check	3275	Per Test	\$60
Sieve Analysis w/Hydrometer	3280	Per Test	\$220
Sieve Analysis w/#200 Wash	3290	Per Test	\$165
Permeability – Falling Head	3302	Per Test	\$230
Specific Gravity	3305	Per Test	\$120
#200 Wash Only	3400	Per Test	\$65
Unconfined Compression	3410	Per Test	\$100
Consolidation – Up to 32 TSF	3420	Per Test	\$600
Sand Equivalent	3430	Per Test	\$200
Dynamic Cone Penetrometer	3500	Per Test	\$45
Static Cone Penetrometer	3502	Per Test	\$30
Nuclear Density	3510	Per Test	\$17
Sand Cone Density	3520	Per Test	\$30
Electrical Resistivity - Miller Box	3550	Per Test	\$90
Wenner Probe	3560	Per Day	\$200
Double Ring Infiltrometer	3570	Per Day	\$275

2020 Construction Materials Rate Schedule

Description	Code	Unit	Rate
AGGREGATES			
Reducing Sample	3010	Per Sample	\$20
Sieve Analysis	3020	Per Test	\$100
Sieve Analysis w/#200 Wash	3025	Per Test	\$150
Flat & Elongated	3030	Per Test	\$85
Specific Gravity & Absorption (ASTM)	3040	Per Test	\$110
Specific Gravity & Absorption (MnDOT)	3041	Per Test	\$330
Fine Aggregate Angularity	3050	Per Test	\$75
Abrasion L.A. Rattler	3060	Per Test	\$120
Clay Lumps & Friable	3070	Per Test	\$100
Percent Crushed	3090	Per Test	\$75
Flakiness Index	3095	Per Test	\$100
Moisture Content	3100	Per Test	\$20
Insoluble Residue	3110	Per Test	\$240
Soundness	3120	Per Test	\$250
Organic Impurities	3130	Per Test	\$60
Unit Weight	3140	Per Test	\$65
#200 Wash Only	3150	Per Test	\$65
Lightweight Particles	3160	Per Test	\$130
Total Spall - Visual	3256	Per Test	\$175

2020 Construction Materials Rate Schedule

Description	Code	Unit	Rate
CONCRETE			
Cylinder Molds	2020	Per Mold	\$2.50
Preparation of Cylinder Ends	2030	Per Cylinder	\$15
Compressive Strength – Cylinder	2040	Per Cylinder	\$30
Compressive Strength – Mortar Cube	2050	Per Cube	\$30
Compressive Strength – Grout Prism	2055	Per Prism	\$60
Compressive Strength – Masonry Prism	2060	Per Prism	\$220
Compressive Strength – CMU Block	2070	Per Block	\$150
Schmidt Rebound Hammer	2080	Per Day	\$40
Pullout Strength	2090	Per Day	\$250
Flexural Strength – Beams	2095	Per Beam	\$105
Compressive Strength – Cores	2100	Per Core	\$80
Ground Penetrating Radar	2110	Per Hour	\$75
Maturity Meter	2111	Per Sensor	\$45
Floor Flatness & Levelness	2270	Per Day	\$250
Concrete Slab Moisture	3101	Per Test	\$50
BITUMINOUS			
Saw Trimming of Core Lifts	4010	Per Core	\$20
Extraction	4030	Per Test	\$150
Extracted Gradation	4040	Per Test	\$75
Rice Specific Gravity	4050	Per Test	\$85
Gyratory Gravity Only	4060	Per Test	\$200
Core Thickness	4070	Per Core	\$15
Pavement Density & Thickness	4080	Per Core	\$50
MnDOT Gyratory Mix Properties	4090	Per Test	\$550
Nuclear Density	4100	Per Test	\$17
FIREPROOFING			
Sprayed Fire Material Pull Test	6510	Per Test	\$65
Sprayed Fire Material Thickness & Density	6520	Per Test	\$70

2020 Construction Materials Rate Schedule

Description	Code	Unit	Rate
TRIP CHARGES			
Roundtrip Mileage 1 - 10 Miles	N/A	Per Trip	\$0
Roundtrip Mileage 11 - 20 Miles	2120	Per Trip	\$20
Roundtrip Mileage 21 - 35 Miles	2130	Per Trip	\$30
Roundtrip Mileage 36 - 50 Miles	2140	Per Trip	\$40
Roundtrip Mileage 51 - 65 Miles	2150	Per Trip	\$50
Roundtrip Mileage 66 - 80 Miles	2160	Per Trip	\$60
Roundtrip Mileage 81 - 95 Miles	2170	Per Trip	\$70
Roundtrip Mileage 96 - 110 Miles	2180	Per Trip	\$80
Roundtrip Mileage 111 – 125 Miles	2190	Per Trip	\$90
Roundtrip Mileage 126+ Miles	2200	Per Trip	\$100

Description	Code	Unit	Rate
PERSONNEL CHARGES			
CMT Engineering Technician I	CMT01	Per Hour	\$60
CMT Engineering Technician II	CMT02	Per Hour	\$80
CMT Engineering Technician III	CMT03	Per Hour	\$90
CMT Engineering Technician IV	CMT04	Per Hour	\$110
Project Administration	CMT90	Per Hour	\$70
Project Management	CMT80	Per Hour	\$130
Project Assistant	CMT70	Per Hour	\$90
Coring 1-Person Crew	9761	Per Hour	\$175
Coring 2-Person Crew	9762	Per Hour	\$265

Rate Schedule is adjusted annually | Roundtrip Mileage from nearest WSB Laboratory



EXECUTIVE SUMMARY

Public Works

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. E. 2. Approve Purchase of City Vehicles

Prepared By

Tim Kieffer, Public Works Director

Marshall Beugen, Street and Vehicle Maintenance Supervisor

Summary

Staff replace City vehicles yearly to keep the fleet in good working condition and stabilize the budgetary impact from year to year. Staff evaluate vehicles and equipment on an annual basis to determine replacement programming.

The vehicles scheduled for replacement meets the criteria set forth in the City’s Vehicle Replacement Policy and Vehicle Condition Index (VCI). The VCI is a tool utilized to assess all vehicles and equipment scheduled for replacement. Any vehicle/equipment scoring 23 to 27 points meets the category of “qualifies for replacement.” A vehicle or equipment scoring 28 points and above meets the category of “needs immediate consideration.” Below is a summary of the ratings:

Vehicle Condition Index			
Qualifies for Replacement 23-27		Needs Immediate Consideration 28 and above	
Vehicle	Unit No.	Year/Make/Model	VCI
Engineering Department Pickup	236	2008 Ford Ranger Pickup	29
Street Department Pickup	790	2010 Ford F-250 Super Cab Pickup	30
Utility Department Pickup	688	2010 Ford F-150 Crew Cab Pickup	31

Staff recommend purchasing the vehicles and utility box from the state contract through the State of Minnesota’s cooperative purchasing venture (CPV).

The existing unit 688 pickup being replaced will be reassigned to the Park and Recreation Department to replace unit 155, a 1995 Chevrolet Suburban. Unit 155 is used to pull the puppet wagon during the summer for recreation programs.

Financial Or Budget Considerations

The 2020 Vehicles and Equipment Capital Improvement Program includes \$40,000 and \$35,000 for the purchase of the Engineering and Street Department vehicles (V&E-063 and V&E-072 respectfully). The total cost for the two vehicles is \$74,368.15

The 2020 Water & Sewer Systems CIP includes \$40,000 for the purchase of the Utility Department pickup (W&SS-011). The total cost for the pickup is \$36,459.40.

Recommended Action

Motion to approve purchase of 3 pickups from Midway Ford in the amount of \$101,086.60.

Motion to approve purchase of utility box from Twin Star Equipment & Mfg. in the amount of \$9,740.95.

Supporting Documents

- Midway Ford F-150 Super Cab Quote (1 page)
- Midway Ford F-150 Crew Cab Quote (1 page)
- Midway Ford F-250 Super Cab Quote (1 page)
- Twin Star Equipment & Mfg. Quote (2 pages)

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

FTM8 Contract # 169665
2020 F-150 4X4- Super Cab- 6.5' Box

Standard

Automatic Transmission
Air Conditioning
AM/FM Radio
Matching Full Size Spare Tire
Sync

40/20/40 Vinyl Seat
Dual Front Air Bags
4-Wheel ABS Brakes
Tilt Wheel

3.3L V6
Rubber Floor Covering
Bumpers w/Rear Step
Rear View Camera

Options	Code	Price	Select
101A Package	101A	\$2,256	x
(Power Windows, Locks, Cruise, Sync Bluetooth)			
Skid Plates	413	\$146	x
Running Boards	18B	\$228	x
Tailgate Step	63T	\$341	x
Block Heater	41H	\$82	
110V Outlet	91V	\$182	x
Privacy Glass	924	\$91	x
Rear Defrost	57Q	\$201	x
Reverse Sensing	76R	\$250	x
Mud Flaps		\$250	x
Spray-In Bedliner		\$542	x
Backrack		\$650	x
Seat Covers Front/Rear		\$700	x
WeatherTechs Front/Rear		\$220	x
XL Chrome Package	86A	\$705	x
Daytime Running Lights	942	\$41	x
Heated Mirrors	54R	\$277	x
LED Mirror Spot Lights	59S	\$159	x
Option Total		\$7,321	

Exterior Colors	Code	Select
Blue Jeans Metallic	N1	
Race Red	PQ	
Stone Gray Metallic	LQ	
Shadow Black	G1	
Magnetic Metallic	J7	
Ingot Silver Metallic	UX	
Oxford White	YZ	x

Base Price	Totals
	\$23,991.40
Options Price Totals	\$7,321.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	
6.5% Sales Tax	
Document fee	
Sub total per vehicle	\$31,332.40
Number of Vehicles	1
Grand Total for all units	\$31,332.40

Extended Service Contracts	Cost	Select

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Purchase Order required prior to order placement

PO # _____

Name of Organization _____

Address _____

City, State, Zip _____

Acceptance Signature _____

Print Name and Title _____ Date _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

FTM10 Contract # 169665
2020 F-150 4X4- Crew Cab- 5.5' Box

Standard

Automatic Transmission
Air Conditioning
AM/FM Radio
Matching Full Size Spare Tire
Rear View Camera

40/20/40 Vinyl Seat
Dual Front Air Bags
4-Wheel ABS Brakes
Tilt Wheel

3.3L V6
Rubber Floor Covering
Bumpers w/Rear Step
Bluetooth

Options	Code	Price	Select
101A Package	101A	\$2,256	x
(Power Windows, Locks, Cruise, Sync Bluetooth)			
5.0L V8	995	\$1,816	x
Trailer Tow Package	53A	\$906	x
Skid Plates	413	\$146	x
Running Boards	18B	\$228	x
Tailgate Step	63T	\$341	x
Heated Mirrors	54R	\$277	x
LED Mirror Spot Lights	59S	\$159	x
110V Outlet	91V	\$182	x
Privacy Glass	924	\$91	x
Rear Defrost	57Q	\$201	x
Reverse Sensing	76R	\$250	x
Mud Flaps		\$250	x
Spray-In Bedliner		\$542	x
Backrack		\$650	x
Seat Covers Front/Rear		\$700	x
WeatherTechs Front/Rear		\$220	x
XL Chrome Package	86A	\$705	x
Daytime Running Lights	942	\$41	x
Brake Controller	67T	\$250	x
Option Total		\$10,211	

Exterior Colors	Code	Select
Blue Jeans Metallic	N1	
Race Red	PQ	
Caribou Metallic	LQ	
Shadow Black	G1	
Magnetic Metallic	J7	
Iconic Silver Metallic	JS	
Oxford White	YZ	x

Base Price	Totals
	\$26,228.40
Options Price Totals	\$10,211.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	
6.5% Sales Tax	
Document fee	
Sub total per vehicle	\$36,459.40
Number of Vehicles	1
Grand Total for all units	\$36,459.40

Extended Service Contracts	Cost	Select

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Purchase Order required prior to order placement

PO # _____

Name of Organization _____

Address _____

City, State, Zip _____

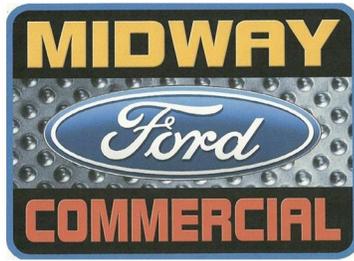
Acceptance Signature _____

Print Name and Title _____ Date _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

FTM24 Contract # 169665
2020 F250 4X4- Super Cab- 8' Box

Standard

Automatic Transmission
Dual Front Air Bags
AM/FM Radio
Tow Hitch
Tilt Wheel
Sync

40/20/40 Vinyl Front Seat
Standard Base Upholstery
4-Wheel ABS Brakes
Air Conditioning
LT245/75r17 E All Season Tires
Shift on Fly 4x4

Front Tow Hooks
Rubber Floor Covering
Black Bumpers w/Rear Step
Matching Full Size Spare Tire
6.2L V8 E85
Rear View Camera

Options	Code	Price	Select	Exterior Colors	Code	Select
7.3L V8	99N	\$1,861	x	Blue Jeans Metallic	N1	
Snow Plow/Camper Pkg	47B	\$223	x	Race Red	PQ	
3.73 E-Locker	X3E	\$355	x	Stone Gray Metallic	LQ	
LT245/75r17E AT tires	TBM	\$150	x	Shadow Black	G1	
Power Group	90L	\$832	x	Magnetic Metallic	J7	
Roof Clearance lighth	592	\$88	x	Ingot Silver Metallic	UX	
Skid Plates	41P	\$91	x	Oxford White	Z1	x
Dual batteries	86M	\$191	x			
240 Amp Alternator	67E	\$78	x			
Brake Controller	52B	\$246	x			
Upfitter Switches	66S	\$150	x	Extended Service Contracts	Cost	Select
XL Décor Group	17F	\$201	x			
Weathertechs		\$220	x			
Seat Covers		\$399	x			
Luverne grip steps		\$750	x			
110V Outlet	43C	\$159	x			
Option Total		\$5,994				

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Base Price	Totals
6.2 Gas	\$27,280.80
Options Price Totals	\$5,994.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	
6.5% Sales Tax	
Document fee	
Sub total per vehicle	\$33,294.80
Number of Vehicles	1
Grand Total for all units	\$33,294.80

Purchase Order required prior to order placement

PO # _____

Name of Organization _____

Address _____

City, State, Zip _____

Acceptance Signature _____

Print Name and Title _____ Date _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____



1950 202nd Street East Clearwater, MN 55320

Office 320-558-2800 Fax 320-558-2809 Parts 320-558-2810

March 13, 2020

MN STATE CONTRACT #T-765 PRICING

City of Golden Valley
 Marshall Beugen
 7800 Golden Valley Road
 Golden Valley, MN 55427

mbeugen@goldenvalleymn.gov
 763-593-8085

Dear Marshall;

Twin Star Equipment & Mfg Co is pleased to provide the following quote:

Duramag Aluminum Service Body (56" C/A SRW) Pickup Box Delete

Body Dimensions – 80" x 104" \$7,709.65

All Aluminum Extruded Box Tube Construction

Fully Welded Assembly

Extreme Duty .625 Interlocking Aluminum Floor

Heavy Slam Latch Tailgate

Inner Bed Walls & Top of Compartments 1/8" Diamond Plate

Adjustable Shelf Brackets in All Compartments (One Shelf Included in Each
 Compartment)

Welded Fender Flares

Tread Plate Splash Guards on Front Continuous

HD Aluminum Piano Door Hinges

Pass Through Panel Between Rear & Center Compartments

Sand-Blasted Metal Preparation

LED Marker Lights, Installed

LED Penny Lights for Compartments, Installed Ultra-

Thin 6" LED STT/BU Body Lights, Installed OEM Plug

& Play Wire Harness – Body End Only Powder

Coated White, Black, or Red

Standard Non-Lighted Bumper

Professional Installation \$1,225.00

Add for Low Profile Sides ILO Standard \$220.00

4 Pack of Additional Compartment Shelves \$458.90

Additional Compartment Shelf \$127.40

Total Package Price: \$9,740.95





EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. E. 3. Approve Design Services for Douglas Drive/Trunk Highway 55 Pedestrian Underpass and Roundabout Project

Prepared By

Jeff Oliver, City Engineer

Summary

The work will advance the preliminary design of the Douglas Drive and Trunk Highway 55 Pedestrian Underpass and associated roadway and utility improvements. The design is currently at the 30% level and will be advanced to the 75 % level. Tasks include: private Utility coordination, survey work as needed, geotechnical work including soil borings, structural design of the underpass, headwalls, and retaining walls, coordination with MnDOT and Perpich Center, analysis of traffic operations, cost estimating, and preparation of preliminary plans. This project should last approximately six to nine months.

Tasks	Project Cost
Task 1 – Preliminary Design/Data Collection/Agency Coordination	\$29,272
Task 2 – Structural Design	\$15,512
Task 2 – 75% Design	\$34,688
Total Cost	\$74,924

Financial Or Budget Considerations

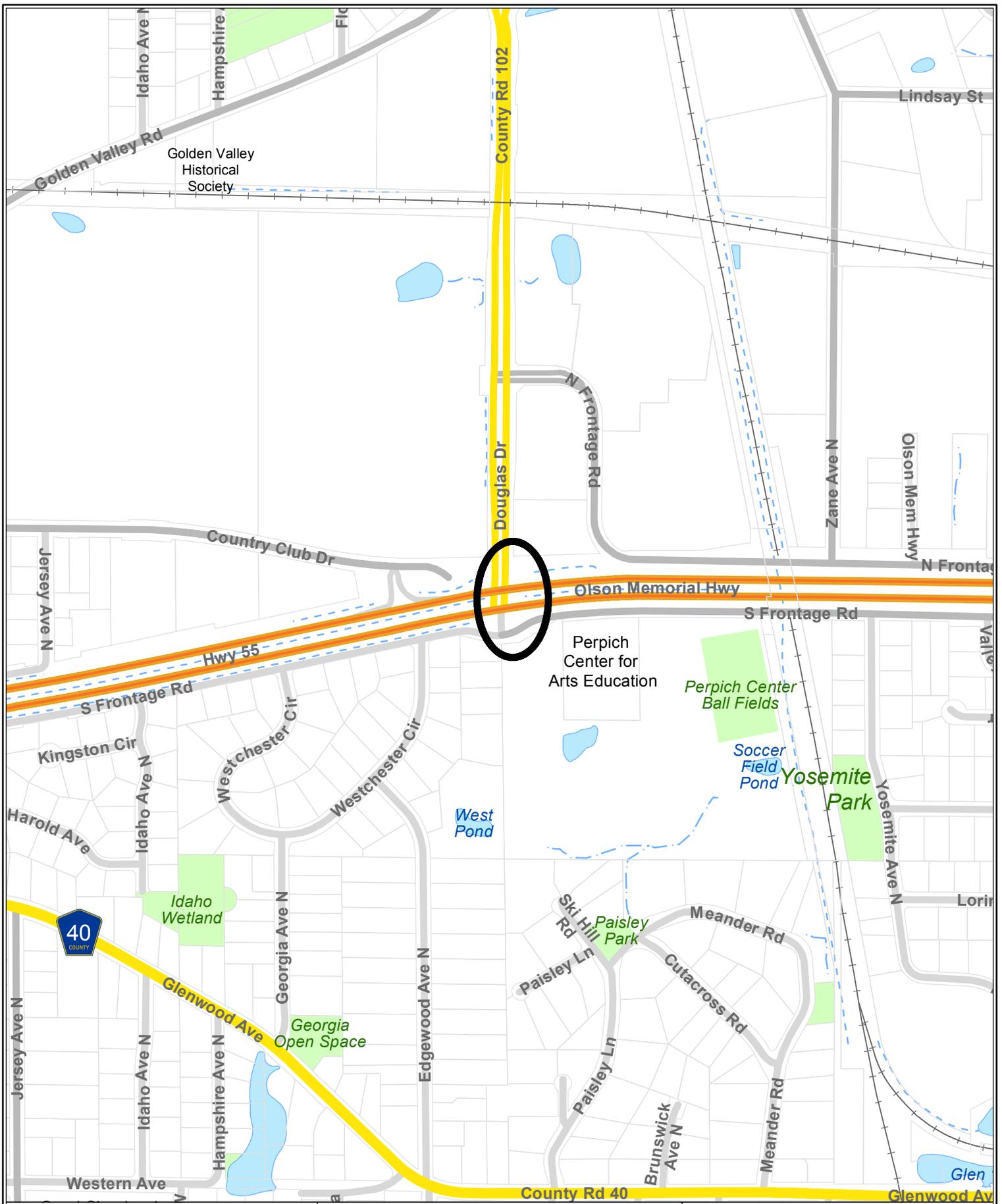
The total cost for WSB & Associates, Inc. to provide 75% Design services for the Douglas Drive & Trunk Highway 55 Pedestrian Underpass and Roundabout Project is \$74,924. Anticipated funding for these services is included in the 2020 Street CIP Program (S-048) in the amount of \$75,000.

Recommended Action

Motion to authorize the Mayor and City Manager to execute an agreement for Design Services for Douglas Drive and Trunk Highway 55 Pedestrian Underpass and Roundabout Project #20-19 in the form approved by the City Attorney with WSB & Associates for an amount not to exceed \$74,924.

Supporting Documents

- Location Map (1 page)
- Agreement with WSB & Associates (15 pages)

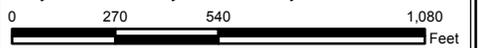


Location Map

Print Date: 3/13/2020

Sources:

- Hennepin County Surveyors Office for Property Lines (2020).
- City of Golden Valley for all other layers.



**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES FOR DOUGLAS DRIVE AND TRUNK HIGHWAY 55
PEDESTRIAN UNDERPASS AND ROUNDABOUT
WITH WSB AND ASSOCIATES**

THIS AGREEMENT is made this March 17, 2020 (“Effective Date”) by and between WSB and Associates a Minnesota corporation with its principal office at 701 Xenia Avenue South, Suite #300, Minneapolis, MN 55416 (“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 provide Engineering Services for the Douglas Drive and Trunk Highway 55 South Frontage Road Pedestrian Tunnel and Roundabout Project
- 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”) at the locations depicted in the attached **Exhibit A. Exhibits A and B** 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 May 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 \$74,924. 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. \$200,000,000 | 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. \$10,000,000 | Each claim |
| 2. \$10,000,000 | 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. \$5,000,000 per claim |
| 2. \$5,000,000 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 Jeff Oliver, City Engineer, or designee. Consultant's authorized agent for purposes of administration of this contract is _____, 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

WSB & Associates, Inc.
701 Xenia Avenue South #300
Minneapolis, MN 55416

THE CITY

City of Golden Valley
Jeff Oliver
7800 Golden Valley Road
Golden Valley, MN 55437
joliver@goldenvalleymn.gov

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

25. **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.

26. **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.

27. **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.

28. **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.

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 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.

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 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.

WSB & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

CITY OF GOLDEN VALLEY:

By: _____
Shepard M. Harris, Mayor

By: _____
Timothy J. Cruikshank, City Manager

EXHIBIT A

SCOPE OF SERVICES

DETAILED COST BREAKDOWN OF TASKS

LOCATION MAP

January 27, 2020

Mr. Jeff Oliver, PE
City Engineer
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

Re: Douglas Drive/TH 55 S. Frontage Road Pedestrian Tunnel and Mini-Roundabout
Proposal for Engineering Services
City of Golden Valley, MN

Dear Mr. Oliver:

WSB & Associates, Inc. (WSB) are pleased to submit the attached proposal for the design of a pedestrian tunnel and mini-roundabout at the intersection of Douglas Drive/TH 55 and the South Frontage Road. WSB has developed the plan to an approximate 30% level, and we would work to complete the plan to a 75% level to get a solid understanding of cost and feasibility.

The total for this work is \$79,472. This includes the cost for preliminary design, structural design and 75% plan production.

If you have any questions about this proposal, please do not hesitate to contact me at 763-287-7149.

Sincerely,
WSB



Andrew Plowman, PE
Project Manager/Principal

Attachments

Douglas Drive/TH 55 S. Frontage Road Pedestrian Tunnel and Mini-Roundabout

Engineering Services

SCOPE OF WORK

Task 1 – Preliminary Design/Data Collection/Agency Coordination

- 1.1 **Project Management Team (PMT)/Agency Meetings:** This task will include monthly PMT meetings (assume 5) as well as up to 5 meetings with agencies that may be affected by the proposed work. This may include Met Council, Perpich School and MnDOT.
- 1.2 **Utility Coordination Process:** This task will include identifying the existing utilities in the area and understanding the relocations that would be required to place the proposed improvements.
- 1.3 **Supplemental Survey:** WSB will utilize the survey already obtained as part of the previous project. However, some of the existing survey may be out of date this task will be used to gather the new data.
- 1.4 **Traffic Operations Review:** WSB will review and model the TH 55 signal with the mini-roundabout operation.
- 1.5 **Layout Review/Concept Development:** WSB will review the geometrics generated a few years ago, and make modifications based upon the existing geometrics.

Task 2 – Structural Design

- 2.1 **Geotechnical Review:** WSB will evaluate the geotechnical reports and boring data to evaluate boring pressure and groundwater data. If additional borings are needed, that will be recommended.
- 2.2 **Box Culvert Graphics:** WSB will determine the size of box and portal locations, elevations, and features. In addition, WSB will list potential issues with utilities, maintenance, staging and other boundary constraints.
- 2.3 **Portal Wall Concept Graphics:** WSB will determine size and shape of portal walls and barriers at ends of box culvert.
- 2.4 **Retaining Wall Concept Graphics:** Determine retaining wall type(s), railing needs and estimate costs. Also determine the construction limits with the walls.

Task 3 – 75% Design

- 3.1 **Cost Estimate:** WSB will prepare a cost estimate of the proposed improvements. This will include the cost of the box culvert, retaining walls, mini-roundabout, trails, forcemain relocations, lighting and signal relocations.
- 3.2 **MnDOT Geometric Layout/Visualizations:** WSB will prepare a MnDOT Geometric Layout meeting Level 1 standards. WSB will also prepare visualization services to aid in showing the benefits of the improvements.
- 3.3 **75% Plan Preparation:** WSB will complete design plans that meet MnDOT standards. The plans will include necessary design components to get a sense of the work needed to complete the project.

ESTIMATED COST

The table below shows a summary of WSB’s estimate of the cost for the work described above. The estimated cost is \$79,472. This includes WSB’s labor at our standard hourly billing rates. WSB will bill the City for the actual hours worked up to the maximum of \$79,472. A detailed breakdown of the hours can be found on the following page.

Tasks	Project Cost
Task 1 – Preliminary Design/Data Collection/Agency Coordination	\$29,272
Task 2 – Structural Design	\$15,512
Task 2 – 75% Design	\$34,688
Total Cost	\$79,472

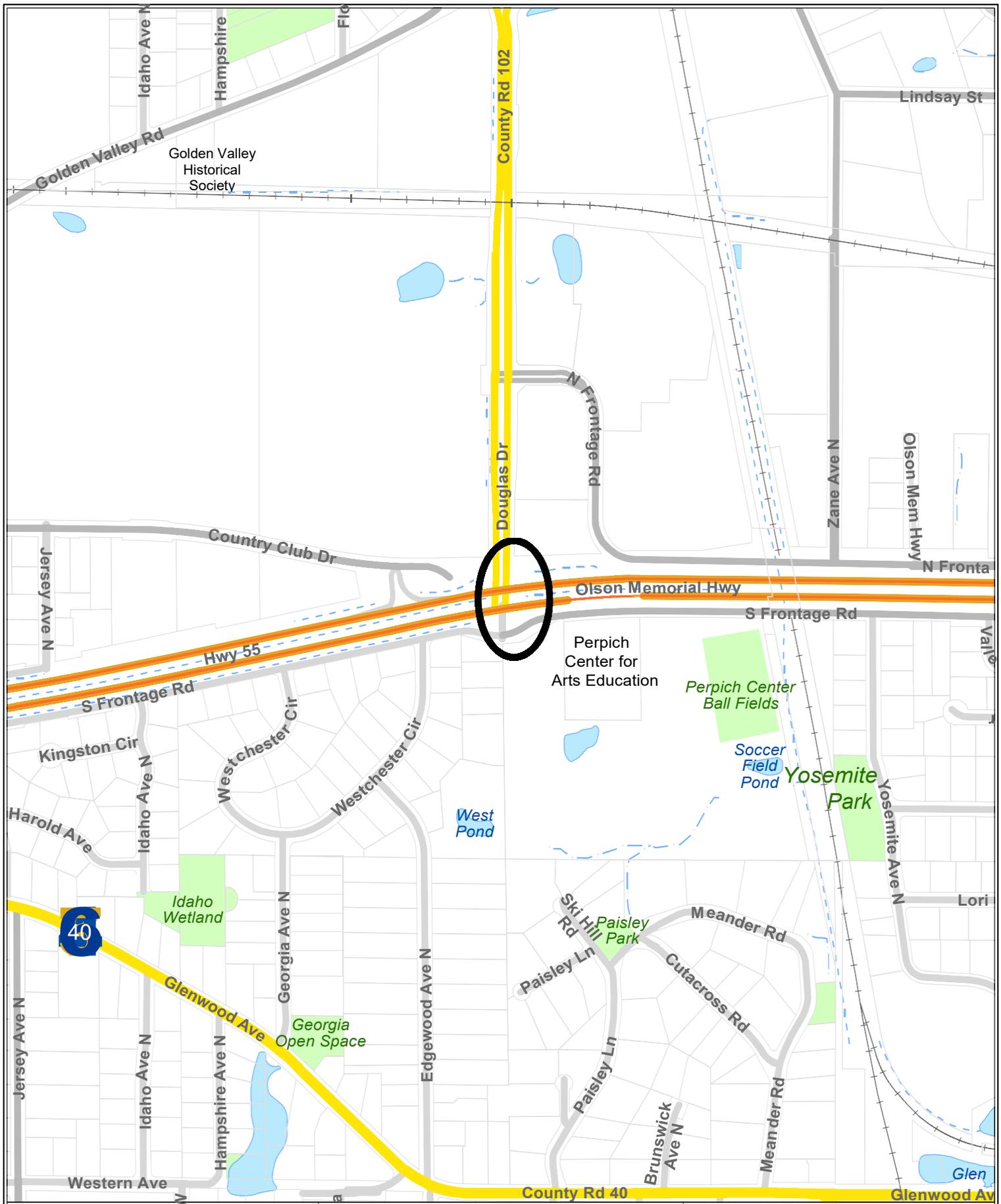
Douglas Drive/TH 55 S. Frontage Road Pedestrian Tunnel and Mini-Roundabout

Detailed Cost Breakdown of Tasks

Task Description	Project Manager	Project Engineer	Structural Engineer	Traffic Engineer	2 Person Survey Crew	CAD Tech / Visualization	Clerical	Total Hours	Cost
1.0 Preliminary Design/Data Collection/Agency Coordination									
1.1 PMT/Agency Meetings	32	12	12	4			4	64	\$10,088.00
1.2 Utility Coordination Process	8	12					4	24	\$3,376.00
1.3 Supplemental Survey		4			8			12	\$2,344.00
1.4 Traffic Operations Review		4		24				28	\$3,520.00
1.5 Layout Review/Concept Development	16	32	4			16	8	68	\$9,944.00
	56	64	16	28	8	16	8	196	\$29,272.00
2.0 Structural Design									
2.1 Geotechnical Review			8					8	\$1,328.00
2.2 Box Culvert Graphics	2	8	20			4		34	\$5,288.00
2.3 Portal Wall Graphics		8	12			4		24	\$3,608.00
2.4 Retaining Wall Graphics	2	8	20			4		34	\$5,288.00
	4	24	30			12		100	\$15,512.00
3.0 75% Design									
3.1 Cost Estimate	4	16	8					28	\$4,208.00
3.2 MnDOT Geometric Layout/Visualization	8	24		4		36		72	\$9,920.00
3.3 75% Plan Preparation	16	54	24	8		36	8	146	\$20,560.00
	28	94	32	12		72	8	246	\$34,688.00
Total Hours	88	182	108	40	8	100	16	542	\$79,472.00
<i>Hourly Costs</i>		\$176.00	\$136.00	\$166.00	\$124.00	\$225.00	\$132.00	\$84.00	

TOTAL COST

\$79,472.00



Location Map

Print Date: 3/13/2020

Sources:

- Hennepin County Surveyors Office for Property Lines (2020).
- City of Golden Valley for all other layers.

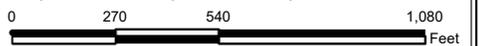


EXHIBIT B

2020 RATE SCHEDULE

2020 Rate Schedule



	Billing Rate/Hour
PR/NC/PAL ASSOCIATE	\$152- \$192
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$152 - \$192
PROJECT MANAGER	\$135 - \$150
PROJECT ENGINEER GRADUATE ENGINEER	\$90 - \$146
ENG/NEERING TECHNICIAN ENGINEER /N G SPECIALIST	\$58- \$146
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$70 - \$150
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$58 - \$146
PLANNER SR. PLANNER	\$70-\$150
GIS SPECIALIST SR. GIS SPECIALIST	\$70 - \$150
CONSTRUCTION OBSERVER	\$95 - \$120
SURVEY	-
One-Person Crew	\$149
Two-Person Crew	\$196
Three-Person Crew	\$211
OFFICE TECHNICIAN	\$53 - \$94

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. Multiple rates illustrate the varying levels of experience within each category. Rate Schedule is adjusted annually.



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

3. F. 1. Approve Grant Agreement with the Minnesota Department of Natural Resources for Pennsylvania Woods Habitat Restoration

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.

City staff recognized this as an excellent opportunity to fund restoration and habitat enhancement in one of its natural areas, Pennsylvania Woods. The scope of the project will be 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 Park not be impacted by the DeCola Ponds B & C expansion project.

This work aligns with the City's goals in its Natural Resource Management Plan. Goal #1 is to protect, preserve, restore, enhance and acquire natural areas and open space. Within the 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 ranked first 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 expect to commence in the fall of 2020. Ongoing integrated plant management for the project will continue through 2023.

The anticipated project timeline is as follows:

February 2020:	Grant Awarded
March 2020:	City Council approves grant agreement
April 2020:	Request for quotes
May 2020:	City Council approves project contract

Financial or Budget Considerations

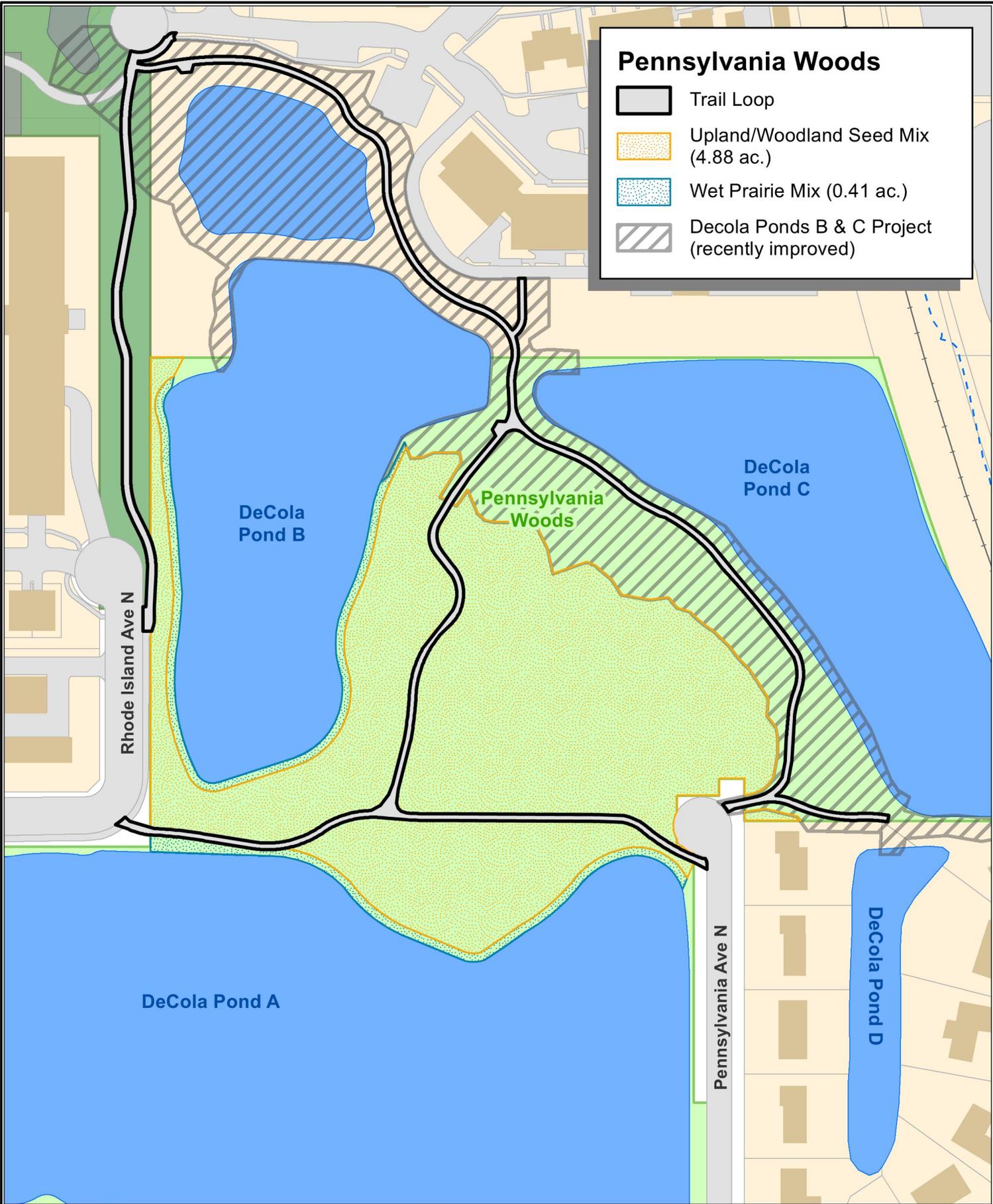
The award for the grant is \$50,000. The City will be required to provide a local match of 10% cash or in-kind resources up to \$5,000. Funding is available in the Environmental Control Account 7303.6340.

Recommended Action

Motion to authorize the Mayor and City Manager to execute an agreement with the Department of Natural Resources in the form approved by the City Attorney authorizing execution of Resolution #20-02 to implement the Grant Agreement for the Pennsylvania Woods Natural Habitat Restoration.

Supporting Documents

- Location Map (1 page)
- Resolution #20-02 Authorizing Conservation Partners Legacy Grant Application (2 pages)
- Conservation Partners Legacy Grant Program Encumbrance Agreement (17 pages)



Pennsylvania Woods

-  Trail Loop
-  Upland/Woodland Seed Mix (4.88 ac.)
-  Wet Prairie Mix (0.41 ac.)
-  Decola Ponds B & C Project (recently improved)

RESOLUTION NO. 20-02

RESOLUTION AUTHORIZING EXECUTION OF A
CONSERVATION PARTNERS LEGACY GRANT APPLICATION
WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES

BE IT RESOLVED that the City of Golden Valley, hereinafter referred to as the "Applicant" act as legal sponsor for the project contained in the Conservation Partners Legacy Grant Application submitted on January 7, 2020 and that the City Manager is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the Applicant.

BE IT FURTHER RESOLVED that the Applicant has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, maintenance and protection of the proposed project.

BE IT FURTHER RESOLVED that the Applicant has the financial capability to provide the required matching funds, in the amount not to exceed \$5,000.

BE IT FURTHER RESOLVED that the source of Applicant's matching funds shall not include other State funds.

BE IT FURTHER RESOLVED that the Applicant hereby pledges to complete the project or phase if it exceeds the total funding provided by the Department of Natural Resources and any required local match.

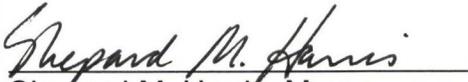
BE IT FURTHER RESOLVED that the Applicant has not incurred any costs and has not entered into any written agreements to purchase property proposed by this project.

BE IT FURTHER RESOLVED that the Applicant has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the Applicant may enter into an agreement with the State of Minnesota for the above referenced project and that the Applicant certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Golden Valley authorizes the City Manager to execute such agreements as are necessary to implement the project on behalf of the applicant.

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


Shepard M. Harris, Mayor

ATTEST:


Kristine A. Luedke, City Clerk

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

City of Golden Valley/ Pennsylvania Woods Habitat Restoration

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 173844
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3-167885

Agency: R2901	Submitted By: Kathy Varble	Origin: A24	Vendor #: 0000201540	Category Code: 84101501
Total Amount of Contract for ALL years: \$50,000		Total Amount of Contract: \$ 50,000		For FY: 20
Total Amount of Contract:		Total Amount of Contract: \$		For FY:

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2023 Speedchart Number: _____

Grantee Name and Address: City of Golden Valley
7800
Golden Valley, MN 55427

- Did you remember to:
- Check for debarred vendor? Yes No
 Check for annual plan limit? Yes No
 Work on state lands? Yes No

PO Reference: **KV-FY20 CPL Pennsylvania Woods Habitat Restoration**

Description: **FY2020 ECP 3; City of Golden Valley, Pennsylvania Woods Habitat Restoration. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	20	\$50,000	2300	R2936725	R296423	441352		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

State Accounting Information PO Number: _____

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of Golden Valley/ Pennsylvania Woods Habitat Restoration

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Golden Valley, 7800, Golden Valley, MN 55427 ("Grantee").

Recitals

1. Under Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2018 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to \$50,000 for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan. Hereinafter known as R&M Plan.**
 - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$50,000**.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2023**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
Drew Chirpich	Sue Virnig
Environmental Specialist	Finance Director
7800 Golden Valley Rd	7800 Golden Valley Rd
Golden Valley, MN 55427	Golden Valley, MN 55427

dchirpich@goldenvalleymn.gov	svirnig@goldenvalleymn.gov
763-593-8044	763-593-8010

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2020 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

- 14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the

Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE

VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: Mary Saville

Date: 3-11-2020

Purchase Order Number:

3-167885

Contract #: 173844

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: David Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: March 11, 2020

PROJECT CONTACT

Project Name: Pennsylvania Woods Habitat Restoration
Organization Name: City of Golden Valley
Organization Type: Government
Mailing Address 1: 7800
Mailing Address 2: Golden Valley Rd
City, State ZIP Code: Golden Valley, MN 55427

Project Manager: Drew Chirpich
Title: Environmental Specialist
Phone: 763-593-8044
Email: dchirpich@goldenvalleymn.gov

PROJECT OVERVIEW

Sites / Location

County Name: Hennepin
Project Site Name: Pennsylvania Woods Nature Area
Total Project Sites: 1
Total Project Acres: 6

Land Ownership

Primary Land Ownership: Local Government
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Forest
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: (N/A)
Grant Request Level: (N/A)

Total Grant Amount Requested: \$50,000
Total Match Amount Pledged: \$5,000
Additional Funding Amount: \$0

Total Project Cost: \$55,000

PROJECT SUMMARY

Pennsylvania Woods Nature Area is a widely used natural area in the northern part of Golden Valley. It is about 6 acres in size, filled with various hardwoods and a series of ponds that serve a flood control and recreational purpose. The entire area is open to the public, and contains a few walking and biking trails. Pennsylvania Woods is one of the largest wooded nature areas in Golden Valley. It is frequently used by the residents of Golden Valley for walking, biking, fishing and bird watching. Development around the area has gradually introduced buckthorn to the region, and it has quickly become a dominant component of the nature area. This influx of buckthorn has shaded out the majority of the ground cover in the region and contributed to increased erosion and decreased areas of quality habitat for wildlife. It has also degraded the aesthetic quality and functionality of the nature area. Through this grant opportunity we hope to remove buckthorn within the nature area and establish native grasses, sedges, forbs, and shrubs to provide habitat for various waterfowl and pollinator species, and improve water quality through vegetative buffers and enhanced ground cover. All matching funds required to complete this project have been secured through the City's annual budget.

PROBLEM STATEMENT

The first step of this project will be to remove the existing stands of buckthorn within the nature area. Methods used will include saws, brush saws, and hand pruners. Manual removal of the buckthorn will help to clear the area of the debris and seeds that buckthorn produces, and make the area ready to be planted. Once these stands have been taken down, the remaining buckthorn will be stump treated with herbicide containing triclopyr or glyphosate. Chemical treatment will help to permanently kill the plant in the roots to prevent future spreading. Once the buckthorn has been removed and treated, it will be important to get desirable species established. This will be done with a combination of seeding and blanketing bare and steep areas with natural net erosion control fabric, and a native seed mix suited for wooded riparian areas. Seeding will be done to establish a

PROBLEM STATEMENT *(Continued)*

native seed bank to compete with the buckthorn. The natural-net erosion control fabric will be used to help prevent erosion, hold the seed in place, and to retain moisture and nutrients for the seed. The area will be seeded/planted with a mix of native grasses, sedges, and wildflowers to create nesting habitat for waterfowl, and food and habitat sources for pollinators. These plantings will also help to slow and filter water entering DeCola Ponds, and stabilize the bank and slopes within the nature area. Native Plant plugs and shrubs will also be planted at around 6 ft spacing from center, because of their ability to establish more quickly, and compete with the buckthorn seed bank. A three year maintenance agreement will be included as part of the project to continue manually and chemically controlling invasive species on site, and to conduct controlled burns once per year after the first year.

PROJECT OBJECTIVES

Golden Valley has continuously invested in protecting and enhancing its Natural Resources. Past projects have focused on restoring riparian areas with native vegetation, and enhancing native vegetation around ponds and natural areas. Our Parks Maintenance staff is typically tasked with maintaining the aesthetics and functionality of our City parks. Most of these tasks involve trail maintenance, clearing brush and debris from trails and creeks, and mowing turf areas. With more than 10 large parks and natural areas within the City, staff is consistently busy doing routine maintenance of trails and grooming parks so that they can be used by the public. They unfortunately do not have time to work on invasive species control for large areas such as the Pennsylvania Woods Nature Area. Pennsylvania Woods nature area was identified as a priority area due to many criteria including its public access and use, and it's feasibility for this type of project due to its size, location, and need. If this funding is not received, Pennsylvania Woods nature area will continue to have minimal maintenance, which will allow buckthorn and other invasive species to continue to spread, further degrading the habitat and ground cover within the nature area, and reducing the usability of the trails within the area. If the project is awarded, the invasive species within the nature area will be at a manageable level for in house staff and Sentence to Serve crews to maintain the park going forward.

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

Time Frame	Goal
Removal of invasive species	2020-10-31
Planting of native species	2021-5-30
Plant Management/ Burn	2023-5-30

Estimated Project Completion Date: 2023-05-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

(N/A)

2. Describe any urgency associated with this project.

(N/A)

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

(N/A)

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

(N/A)

5. Discuss use of native vegetation *(if applicable)*.

(N/A)

CONSERVATION PARTNERS LEGACY GRANT Attachment A: Work Plan

PROJECT INFORMATION *(Continued)*

6. Discuss your budget and why it is cost effective.

(N/A)

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Sue Virnig
Title: Finance Director
Email: SVirnig@goldenvalleymn.gov
Phone: 763-593-8010

Street Address 1: 7800
Street Address 2: Golden Valley Rd
City, State ZIP Code: Golden Valley, MN 55427

Budget Details

Contracts

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
To be Determined	Plant Management/burn	\$7,000	Grant	(N/A)
To be Determined	Invasive Species Removal	\$12,000	Grant	(N/A)
To be Determined	Habitat Restoration	\$31,000	Grant	Cash
To be Determined	Habitat Restoration	\$5,000	Match	Cash

Additional Funding

Additional Funding Amount: \$0

Budget Overview

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Personnel	-	-	-
Contracts	\$50,000	\$5,000	\$55,000
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	\$50,000	\$5,000	\$55,000

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Marc Nevinski
Organization: City of Golden Valley
Title: Physical Development Director

Phone: 763-593-8008
Email: MNevinski@goldenvalleymn.gov

SITE INFORMATION (Continued)

Site Information

Habitat: Forest	Activity: Restoration	Land Ownership: Local Government
(1) Site Name: Pennsylvania Woods nature Area	Open to Public Hunting? No	Open to Public Fishing? Yes - all
DOW Lake #: (N/A)		
Acres: 6		
PLS Section: Township - 118, Range - 21W, Section - 29		

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): No

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Photo

File Name	Description
1051EBD4-7955-417F-AD4E-B9858A0CFA13.jpeg	Site picture 4
36511E81-D178-43C4-A0A4-0AA55561D476.jpeg	Site picture 3
4D4AD7BA-0C4A-4B6B-858D-2ABAE2D7B704.jpeg	Site picture 5
62491696-9285-4A55-9AEF-6962F789E1C8.jpeg	Site picture 2
BC8B16BB-B8F4-4839-8042-C9C36508A18F.jpeg	Site picture 1
Pennsylvania_Woods_Location_Map.pdf	Location Map
Pennsylvania_Woods_Vegetation.pdf	Site Vegetation Plan

Restoration Plan

File Name	Description
CPL_Grant_RFQ_2020_Penn_Woods_REVISED.docx	Request for Quotes
Pennsylvania_Woods_Vegetation.pdf	Restoration plan
Proposal_Form_2020_ECP_Grant_Final.docx	

FINAL APPLICATION SUBMISSION

- P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

CONSERVATION PARTNERS LEGACY GRANT Attachment A: Work Plan

FINAL APPLICATION SUBMISSION *(Continued)*

P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Drew Chiripich

Organization / Agency: City of Golden Valley

Title: Environmental Specialist

Date Signed: January 17, 2001

(CPL Grant Application ID = 1642)



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

March 17, 2020

Agenda Item

6. A. Public Hearing – Census Enumerator Access to Multi-family Buildings

Prepared By

Jason Zimmerman, Planning Manager

Summary

The 2020 U.S. Census will kick-off on April 1. While City staff have been working to coordinate efforts to raise awareness and highlight the importance of responding to the Census, the State Demographer's office is encouraging communities to take an additional step of passing an ordinance to ensure Census workers have access to multi-family buildings.

Background

The decennial Census is an important tool that provides critical information used to determine representation in the U.S House of Representatives, to make Federal funding decisions, and to plan for facilities such as schools, hospital, and senior centers. While a majority of residents of Golden Valley are expected to self-respond to the mailed Census materials, a small percentage will not. For those individuals, the Census employs workers to attempt to make direct contact and collect information.

Historically, renters have a lower response rate. U.S. Code ensures Census employees have legal access to multi-family buildings as part of their efforts. However, a local ordinance can provide additional enforcement support while also clarifying protections for individuals. The local version being promoted by the State is modeled after Minnesota Statute 211b.20 which grants candidates running for office access to multi-family buildings. Edina, Plymouth, Brooklyn Park, and Brooklyn Center all recently adopted a version of this ordinance. New Hope is expected to adopt one in March.

This ordinance was discussed at a Council/Manager meeting on February 11. Conversation mostly centered on ways the City could continue to promote the Census efforts and how to work with multi-family property owners to publicize the Census with their tenants.

A second consideration of this ordinance by the City Council would be scheduled for April 7 and would become effective upon publication. This is well in advance of any anticipated timeline for site visits by Census employees, should they become necessary.

Financial Or Budget Considerations

Not applicable.

Recommended Action

Motion to adopt first consideration Ordinance #679, concerning access to Multi-unit Housing Structures by United States Census Bureau Employees.

Supporting Documents

- Ordinance #679, Concerning Access to Multi-unit Housing Structures by United States Census Bureau Employees (2 pages)

ORDINANCE NO. 679
AN ORDINANCE AMENDING THE CITY CODE
Chapter 18, Offenses and Miscellaneous Regulations, Section 18-6:
Concerning Access to Multi-unit Housing Structures by
United States Census Bureau Employees

The City Council for the City of Golden Valley hereby ordains as follows:

Section 1. City Code Chapter 18 entitled "Offenses and Miscellaneous Provisions" is amended by adding Section 18-6 to provide as follows:

Sec. 18-6. - Access to Multi-unit Housing Structures by United States Census Bureau Employees.

(a) Declaration; Purpose.

- (1) The United States Constitution directs a decennial census count of all persons living in the United States.
- (2) Complete, accurate census data is of critical importance to all residents of Golden Valley for equal political representation, fair distribution of federal and state funding, and sound planning and investment in infrastructure, real estate, business development, and public policy and programming.
- (3) During the decennial census, the United States Census Bureau conducts Non-Response Follow-up Operations (NRFU), when employees of the United States Census Bureau visit households that have not yet submitted a census form.
- (4) Renters and others who live in multi-unit housing structures have historically been at higher risk of being undercounted in the decennial census, with the number of renter households in an area being the most influential variable affecting an area's census self-response rate; in other words, the more renters in an area, the lower the self-response rate of that area.
- (5) The risk of an undercount is compounded in areas with high concentrations of communities that have been consistently undercounted in the past and who are more likely to be renters, including low income households, communities of color, Native American/American Indian communities, immigrants and refugees, and young people.
- (6) Multi-unit housing structures can be difficult for Census Bureau employees to enter due to security barriers.
- (7) It is critical that Census Bureau employees have access to multi-unit housing structures during the decennial census, so they can reach households that have not yet participated.
- (8) 13 U.S. Code § 223 authorizes Census Bureau employees to access "any hotel, apartment house, boarding or lodging house, tenement, or other building."

- (b) It is unlawful for a person, either directly or indirectly, to deny access to an apartment building, dormitory, nursing home, manufactured home park, other multi-unit structure used as a residence, or an area in which one or more single-family dwellings are located on private roadways, to employees of the United States Census Bureau who display current, valid Census Bureau credentials and who are engaged in official census counting operations during the Census Bureau's standard operational hours of 9:00 am to 9:00 pm (local time) during the decennial census.
- (c) Census Bureau employees granted access must be permitted to leave census materials in an orderly manner for residents at their doors, except that the manager of a nursing home may direct that the materials be left at a central location within the facility.
- (d) This ordinance does not prohibit
- (1) denial of admittance into a particular apartment, room, manufactured home, or personal residential unit;
 - (2) denial of permission to visit certain persons for valid health reasons, in the case of a nursing home or a Registered Housing with Services Establishment providing assisted-living services meeting the requirements of Minnesota Statutes, section 144G.03, subdivision 2;
 - (3) limiting visits to a reasonable number of census employees;
 - (4) requiring a prior appointment or notification to gain access to the structure; or
 - (5) denial of admittance to or expulsion of an individual employee from a multi-unit housing structure for good cause.

Section 2. City Code Chapter 1 entitled "General Provisions" and Sec. 1-8 entitled "General Penalty; Continuing Violations" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 17th day of March, 2020.

/s/Shepard M. Harris
Shepard M. Harris, Mayor

ATTEST:

/s/ Kristine A. Luedke
Kristine A. Luedke, City Clerk