REGULAR MEETING AGENDA

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

Remote Attendance/Comment Options: Members of the public may attend this meeting by watching on cable channel 16, streaming on CCXmedia.org, streaming via Webex, or by calling 1-415-655-0001 and entering access code 2466 621 6723. Members of the public wishing to address the Council remotely have two options:

- Via web stream - Stream via Webex and use the ‘raise hand’ feature during public comment sections.
- Via phone - Call 1-415-655-0001 and enter meeting code 2466 621 6723. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance
   B. Roll Call
   C. New Employee Introduction to City Council and Community
   D. Police Department Annual Report

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 City Council Minutes – Regular Meetings of 2021 – October 19, November 3, and 16, December 7 and 21
   B. Approval of Check Register
   C. Licenses:
      1. Approve Multi-Family Rental Property License Renewals
   D. Bids, Quotes, and Contracts:
      1. Approve Purchase of Gate Valves and Parts from Boys Water Products
      2. Approve Professional Services Agreement with Metropolitan Consortium of Community Developers for the Open to Business Program, Resolution No. 22-015
      3. Approve Professional Services Agreement with Short Elliot Hendrickson, Inc. for Downtown Traffic Study

February 15, 2022 – 6:30 pm
Council Chambers
Hybrid Meeting
4. Approve Joint Powers Agreements with Minnesota Bureau of Criminal Apprehension (BCA) for Access to Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement, Resolution No. 22-016

E. Grants and Donations:
   1. Approve Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography

F. Approve 30 Day Extension for the Filing of Final Plat for 6440 Wayzata Boulevard, Spire Credit Union, Establishing a New Deadline to File of March 21, 2022

G. Approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority

H. Approve Resolution No. 22-019 Supporting a Statewide First-Generation Homebuyers Down Payment Assistance Fund

4. Public Hearing
   A. Golden Valley Country Club Greenway Villas Development Project
      1. Public Hearing to Vacate a Portion of the Sanitary Sewer Easement through Northwest Corner of Golden Valley County Club Property
      2. Public Hearing to Vacate Street, Trail, and Utility Easement Along Pennsylvania Avenue at Northwest Corner of Golden Valley County Club Property

5. Old Business

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. COVID-19 Update and Consideration of Resolution No. 22-020 Ending Local Emergency and Mask Mandate
   B. Review of Council Calendar
   C. Mayor and Council Communications
      1. Other Committee/Meeting updates

7. Adjournment
Agenda Item
1. D. 2021 Annual Police Department Report

Prepared By
Scott Nadeau, Interim Chief of Police

Summary
Interim Police Chief Nadeau will present an overview of police department operations during 2021. Calls for service, crime rates, and police operations will be outlined.

Supporting Documents
• Golden Valley Police Department 2021 Annual Report (24 pages)
Mission

In collaboration with the community we serve, members of the Golden Valley Police Department take pride in delivering timely, impartial, and professional police services, while reducing crime through prevention education, community outreach, and criminal justice partnerships.

Thank You!

The Golden Valley Police Department thanks the residents and business owners of Golden Valley for being our partner in ensuring the public safety of the City of Golden Valley. Our thanks and appreciation also go to the many private and corporate donors of our community initiatives and the countless volunteers who donate the gift of time to the City of Golden Valley. Lastly, thanks to the Hennepin County Sheriff’s Office for Crime Lab, Dispatch, and Patrol services, the Minnesota State Patrol, and the Minneapolis, St Louis Park, Edina, Plymouth, Robbinsdale, Crystal, and New Hope Police Departments for assistance throughout the year.

Badge Symbolism

The Badge is in the shape of a shield as it represents the honest and fair protection the GVPD is committed to providing to every citizen.

Rank Designation

Golden Valley City Hall reminds us of our guardianship and commitment to our community and its citizens.

The Fasces border is a traditional Roman symbol of authority.

The State Seal reminds us that our authority is derived from the people of the sovereign state of Minnesota, and it is our mandate to meet their needs whenever possible.

The Rays of the Sun are representative of the continuity, dependability, and impartiality of Golden Valley police services.

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TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Message From Interim Police Chief Scott Nadeau</td>
<td>4</td>
</tr>
<tr>
<td>2021 Organizational Chart</td>
<td>5</td>
</tr>
<tr>
<td>Profile Of Police Operations</td>
<td>6</td>
</tr>
<tr>
<td>Crime By Category</td>
<td>10</td>
</tr>
<tr>
<td>Arrests</td>
<td>11</td>
</tr>
<tr>
<td>Community Outreach</td>
<td>12</td>
</tr>
<tr>
<td>Police Budget</td>
<td>14</td>
</tr>
<tr>
<td>2021 Staffing &amp; Hiring</td>
<td>15</td>
</tr>
<tr>
<td>2020-2021 Awards</td>
<td>18</td>
</tr>
<tr>
<td>Looking Ahead: 2022 Strategic Plan</td>
<td>20</td>
</tr>
<tr>
<td>Oversight Board</td>
<td>22</td>
</tr>
</tbody>
</table>

Policing In A Pandemic

The past two years have brought constant challenges around the COVID-19 pandemic and nationwide civil unrest. The GVPD has repeatedly changed and adapted to these conditions and always strives to provide the best possible service to the community. Some of these changes have included several revisions to the way we have respond to calls for service, repeated alterations to schedule formats, issuance of and training on additional PPE, and managing officers’ exposures to COVID-19 in both criminal and medical settings. GVPD will continue to monitor the pandemic, and will make necessary adjustments to its operations, to fulfill its commitment to providing the highest possible level of services while providing a safe environment for all.
Dear Elected Officials and Community Partners,

Although this past year presented significant challenges for our community and Golden Valley Police Department (GVPD), it was also marked with notable achievements. This report details the GVPD’s 2021 activities and its goals for 2022.

While we learned a variety of lessons responding to the COVID-19 pandemic in 2020, 2021 was marked by a series of pivots in how we provide services. At times we were able to perform in-person training, events, and community outreach, but when the pandemic was surging we were back to using technology or hybrid formats to do our jobs. Through it all, including staff shortages due to departures or quarantines for sickness or exposure, members of the GVPD continued to step up to ensure the community’s safety and that criminal offenders are held accountable for their action.

One example was working professionally as a regional partner during continued social unrest in the Twin Cities, including large crowds and rioting in the nearby suburb of Brooklyn Center. Although damage to businesses and property in Golden Valley was limited, the GVPD supported neighboring communities and law enforcement agencies to provide for public safety while also ensuring the public’s right to assemble and peacefully protest.

The GVPD also continued to address issues related to police reform. This included analyzing stop and arrest information to see where disparities may exist and partnering with our newly formed PEACE Commission to receive advice and feedback from diverse members of our community. As a result, we changed to our policy on traffic stops and began involving community members in our hiring processes. We know our work is not done, but we are committed to making sure our actions reflect the best practices and ideals of law enforcement.

Calls for police reform and negativity towards police in the past two years had an impact on police departments nationally and in Minnesota, including the GVPD. Over 18 months, a number of sworn staff left the GVPD for a variety of reasons. The staffing shortage was compounded by a shrinking pool of applicants, as the negativity towards policing caused many potential applicants to reconsider whether they want to enter the profession. Despite this challenging environment, we were able to hire, on-board, and train 12 high-quality officers and staff members, and we thank our Human Resources Department, staff, and community members for their help.

While facing the difficulties of 2021, the GVPD had several significant achievements. These include continued training with an emphasis on community, assisting those in crisis, de-escalation, diversity and equity, and emergency medical response. In addition, we created the GVPD’s first strategic plan to prioritize objectives and focus its work. This important road map, to be implemented in 2022, is essential to making sure the department continues to improve and is in alignment with the community’s needs and expectations (see page 20).

The GVPD has a legacy of being progressive in assisting those with mental health needs, and in 2021 we piloted a program that embedded a part-time social worker in the department through a partnership with Hennepin County. This elevated our ability to help those in need and allows us more problem-solving tools for a variety of concerns (mental health, homelessness, food insecurity). The partnership was so impactful we will make the embedded social worker a full-time permanent position in 2022 (see page 9).

GVPD staff has a proud history of going above and beyond for the community. Some of these actions resulted in awards for bravery, saving lives, and community service (see page 18). In addition to regularly assigned duties, our staff continues to support Toys For Tots, Shop With A Cop, the Polar Plunge for Special Olympics, and other charitable causes that support those in our community who need assistance (see page 12).

We are grateful for the community’s support in 2021 and look forward to continuing to serve our community by promoting safety and partnership in 2022 and beyond.

Sincerely,
Scott Nadeau, Police Chief
PROFILE OF POLICE OPERATIONS

The Golden Valley Police Department (GVPD) is comprised of several functions that work together to provide quality customer service, including 911 response, investigations, crime prevention, and community outreach. The organizational chart on page 5 illustrates how the department is structured.

Patrol Division
Led by Commander David Kuhnly, the Patrol Division is the GVPD’s most visible division and is currently comprised of six sergeants and 13 officers. Working 12 hours shifts, they respond to emergency and non-emergency calls for service and conduct initial investigations, crime detection and suppression, traffic enforcement, community outreach, and crime prevention. When fully staffed, the division is comprised of 16 sworn officers and six sergeants. The Patrol Division is committed to delivering exceptional police service and maintaining public safety and trust to all.

Officer Training Unit
Societal demands require that today’s police have an extensive knowledge in a wide variety of disciplines, and the GVPD is committed to providing its officers the best training possible. Sergeant Dan Wilcox leads GVPD officers in modern, progressive police training with an emphasis on de-escalation and crisis intervention tactics. Each newly hired officer completes more than 120 hours of training during the in-house Academy, which is followed by a five-month (roughly 850 hours) Field Training phase—all in addition to the required college degree—before they are allowed to begin solo patrol.

All GVPD officers complete 40-plus hours of training annually in firearms, defensive and control tactics, and reality based/scenario training using role players and simulated weapons. Officers complete an average of 20 additional hours annually of classroom or online training in areas such as mental health call response, investigations, and

Medical Assistance
Golden Valley police officers are trained as first responders and provide intermediate medical assistance as part of their regular duties. During 2021, officers assisted 2,322 people in response to a medical issue.

CALLS FOR SERVICE
Calls for service include:
- any police response to a 911 call
- non-emergency calls that requires a police response
- traffic stops
- any criminal activity spontaneously witnessed by an officer on patrol
- any self-initiated officer activity
- assistance provided to another agency
- any walk-in request at the police station that requires officer involvement
- any incident for which an officer is flagged down for help by an individual

Some factors that can affect the number of calls for service include an increase or decrease in the crime rate, or a public campaign encouraging residents to call 911 when they see something suspicious in the interest of crime prevention.

<table>
<thead>
<tr>
<th>Total Calls Received</th>
<th>12,830</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Emergency Calls (Non-911)</td>
<td>5,489 (43%)</td>
</tr>
<tr>
<td>Officer-Initiated Calls</td>
<td>1,332 (10%)</td>
</tr>
<tr>
<td>911-Generated Calls</td>
<td>6,009 (47%)</td>
</tr>
</tbody>
</table>
legal updates, and occupational safety topics. This amounts to more than four times the continuing education required by the Minnesota Peace Officer Standards and Training Board.

**Officer Wellness**
It is the experience of the GVPD that employees who are healthy physically, mentally, and emotionally are more able to provide a higher level of service. In addition to the City’s Employee Assistance Program, the GVPD partners with licensed mental health providers who have knowledge and training specific to the crises and stresses that law enforcement personnel experience on a regular basis. The GVPD is continuously looking at non-traditional ways to expand its employee wellness initiatives and provide services to keep employees healthy physically, mentally, and emotionally.

**Traffic Enforcement**
Traffic stops have decreased over the last two years due to a variety of factors, including high-profile events in the metro area as well as concerns about disparities related to police stops nationwide. As a result, in 2021 the GVPD instituted a new traffic stop policy emphasizing violations that affect the health and safety of our residents and motorists. The GVPD still participates in grant-funded overtime enforcement of DUI and life-safety traffic violations.

**Special Operations**
**Emergency Response Unit (ESU):** The GVPD partners with the Hennepin County Sheriff’s Office to provide tactical response to highly volatile situations where standard police resources are not adequate to safely resolve the situation. These may include hostage situations, armed barricaded person(s), dignitary protection, and the execution of high-risk search warrants where occupants of the residence are known to be armed and have violent criminal histories.

### 2021 TRAFFIC STATS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Stops</td>
<td>1,123</td>
</tr>
<tr>
<td>Traffic Citations Issued</td>
<td>708</td>
</tr>
<tr>
<td>Warnings Issued</td>
<td>208</td>
</tr>
<tr>
<td>Motor Vehicle Pursuits</td>
<td>16</td>
</tr>
<tr>
<td>DWI Arrests</td>
<td>69</td>
</tr>
</tbody>
</table>
Mobile Field Force: The GVPD partners with other Hennepin County police agencies in a collaborative partnership to provide a specially trained team of officers capable of responding to incidents in which large numbers of people require management for public safety reasons and to protect First Amendment rights and peaceful protesting.

Community Service Officers
In November 2021, the GVPD began restructuring its front office and considering how to best use department resources. In the past, Community Service Officers (CSOs) played a large role in front desk administrative duties. As the majority of CSOs have a career goal to become a sworn officer, it was decided they should spend most of their time on the road, interacting with sworn officers and community members, and familiarizing themselves with community geography, ultimately giving them access to on-the-job training that meets their career goals.

Currently CSOs provide more than 20-hour-a-day coverage to the GVPD. Some of their duties include patrolling park properties, responding to assist on police calls, monitoring the GVPD lock-up facility, and performing animal control. The GVPD currently has five CSOs and are in the process of hiring additional CSOs.

Support Staff
Support staff serves a critical role in daily police operations, handling all data entry of police reports, documents, and statements as well as data practices requests for police reports. Staff members also answer all non-emergency phone calls, handle walk-up requests in the building lobby, and assist officers with administrative issues.

Investigations Division
The Investigations Division is led by Commander Alice White and includes one detective sergeant and four detectives when fully staffed. Detectives investigate all types of felony, gross misdemeanor, and misdemeanor crimes, and locate missing/runaway/endangered persons. An investigation is typically initiated after a patrol officer refers a case that cannot be completed without additional resources and time. The detective sergeant reviews each case and assigns it to a detective based on several solvability factors, including seriousness of the crime, clear descriptions that could lead to identification of a suspect and/or vehicle, physical evidence collected, and a pattern of criminal activity or behavior. After case assignment, the detective begins building and preparing the case to ultimately present to the Hennepin County Attorney’s Office or the city attorney for prosecution.

In 2021, the Investigations Division was assigned 719 new cases. At the conclusion of 2021, 152 had been cleared through an arrest or formal charges against a suspect. Of the 719 assigned cases, nine were not denied prosecution by the city or county attorney for various reasons. Many of the remaining cases are still being actively investigated or waiting for forensic evidence to be analyzed. Those cases that have no investigative leads have been inactivated until new investigative leads are discovered.
**Mental Health/Embedded Social Worker**

In 2021 the GVPD partnered with Hennepin County Behavioral Health to access the services of an embedded social worker. Initially the program provided a stationary social worker housed from 911 dispatch to help officers who were responding to mental health crisis calls. This enables GVPD officers to efficiently support, protect, and preserve the physical, mental, and behavioral health of Golden Valley citizens who are having a mental health crisis. Officers can refer citizens to the embedded social worker, who provides access to mental health services. The success of the initial program has led to the creation of a permanent social worker position in the GVPD for 2022.

**Unmanned Aerial System (UAS)**

Unmanned Aerial Systems are used to enhance the GVPD’s mission of protecting lives and property when other means and resources are not available or are less effective. All use is in strict accordance with constitutional and privacy rights, in addition to Federal Aviation Administration (FAA) regulations.

**Community Engagement**

- Toys for Tots Parade Video
- Public Safety Open House Demo
- Hopkins JCPP Youth Summer Camp Demo

**Significant Events**

- Assisted Hennepin ESU with civil unrest, flying from roof of Brooklyn Center PD providing real-video to EOC and others.
- Assisted Minneapolis SWAT with barricaded and armed robbery suspect after pursuit from St Paul. Several hour assist and suspect was taken into custody peacefully. Note: UAS was landed on hood of vehicle providing real-time video for command.
- Assisted West Hennepin PD with missing person from treatment center; tracking was on frozen lake.
- Assisted Minnetonka PD with domestic assault suspect who fled scene.
- Assisted Fire Department with Kyle Ave house fire aftermath video/photos.

**Medical Assistance**

In 2021, the embedded social worker handled 316 referred cases.

---

**2021 UAS STATS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Times Deployed</td>
<td>29</td>
</tr>
<tr>
<td>Number Of Flights</td>
<td>177</td>
</tr>
<tr>
<td>In-Flight Hours</td>
<td>21</td>
</tr>
<tr>
<td>Training Hours</td>
<td></td>
</tr>
<tr>
<td>March 2021: 8 (Dakota County)</td>
<td></td>
</tr>
<tr>
<td>June 2021: 8 (Edina PD)</td>
<td></td>
</tr>
<tr>
<td>7 in-flight</td>
<td></td>
</tr>
</tbody>
</table>

**Pilots**

- Sgt Sean Hartneck
- Sgt Randy Mahlen
- Sgt Jerad Zachman
- Officer Beau Hartneck
- Officer Levi Siljander
- Officer Kyle Toavs
- Firefighter Drew Gerling
- Firefighter Matt Preston
CRIME BY CATEGORY

Crime is categorized by level of seriousness and by the elements of the criminal action. The lowest level of crimes are misdemeanors, the next most serious are gross misdemeanors, and the most serious are felonies. Further, the FBI collects monthly, quarterly, and annually reported crime from cities across the nation for general public safety, crime trending, and comparative purposes. Crimes are categorized as either Group A or Group B offenses. Group A offenses are further categorized as crimes against persons, crimes against property, and crimes against society.

The totals for Group A offenses are listed below, along with a breakout of crimes by category.

### OFFENSES BY CATEGORY (TWO-YEAR COMPARISON)

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2020</th>
<th>One-Year Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Crimes Against Persons</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault</td>
<td>83</td>
<td>71</td>
<td>17%</td>
</tr>
<tr>
<td>Criminal Sexual Conduct</td>
<td>20</td>
<td>10</td>
<td>100%</td>
</tr>
<tr>
<td>Homicide</td>
<td>0</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Kidnapping</td>
<td>2</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>Robbery</td>
<td>10</td>
<td>10</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>115</td>
<td>92</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Crimes Against Property</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Other Thefts</td>
<td>92</td>
<td>128</td>
<td>-28%</td>
</tr>
<tr>
<td>Arson</td>
<td>2</td>
<td>3</td>
<td>-33%</td>
</tr>
<tr>
<td>Auto Theft</td>
<td>83</td>
<td>64</td>
<td>30%</td>
</tr>
<tr>
<td>Burglary</td>
<td>104</td>
<td>86</td>
<td>21%</td>
</tr>
<tr>
<td>Destruction/Damage/Vandalism</td>
<td>92</td>
<td>60</td>
<td>53%</td>
</tr>
<tr>
<td>Fraud</td>
<td>69</td>
<td>68</td>
<td>1%</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>36</td>
<td>135</td>
<td>-73%</td>
</tr>
<tr>
<td>Theft from Auto</td>
<td>139</td>
<td>131</td>
<td>6%</td>
</tr>
<tr>
<td>Theft of Motor Vehicle Parts</td>
<td>61</td>
<td>55</td>
<td>11%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>678</td>
<td>730</td>
<td>-7%</td>
</tr>
<tr>
<td><strong>Crimes Against Society</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disorderly Conduct</td>
<td>6</td>
<td>9</td>
<td>-33%</td>
</tr>
<tr>
<td>Driving Under the Influence</td>
<td>131</td>
<td>105</td>
<td>25%</td>
</tr>
<tr>
<td>Narcotics</td>
<td>63</td>
<td>54</td>
<td>17%</td>
</tr>
<tr>
<td>Weapon</td>
<td>16</td>
<td>13</td>
<td>23%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>216</td>
<td>181</td>
<td>19%</td>
</tr>
<tr>
<td><strong>TOTAL OFFENSES</strong></td>
<td>1,009</td>
<td>1,003</td>
<td>.5%</td>
</tr>
</tbody>
</table>
During 2021, Golden Valley police officers arrested 248 individuals resulting in 502 total charges. Arrests are broken into two categories: Summoned/Cited and On-View Arrest/Taken into Custody.

Those that are summoned/cited are issued a citation for the offense and will appear in court at a later date. Suspects that are an on-view arrests/taken into custody were booked into jail. The number of summoned/cited suspects was 78, and the number taken into custody was 170.

**Discretionary Vs Non-Discretionary Arrests**

When an officer is called to a crime where a victim wanted to pursue charges, there was a policy or statutorily required action, or court order or warrant, it is considered a non-discretionary arrest. If the action was officer-initiated and did not meet the above-noted requirements, it is determined to be a discretionary enforcement action.

In the past five years, the percentage of 911 calls increased from a low of 28 percent to a high of 47 percent, and the percentage of officer-initiated calls decreased from a high of 46 percent to a low 10 percent (see examples below).

### CALLS FOR SERVICE (BY SOURCE)

<table>
<thead>
<tr>
<th>Source of Call</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>911</td>
<td>5,789</td>
<td>5,510</td>
<td>6,212</td>
<td>5,260</td>
<td>6,009</td>
</tr>
<tr>
<td>Officer-Initiated</td>
<td>9,656</td>
<td>8,470</td>
<td>5,262</td>
<td>3,539</td>
<td>1,332</td>
</tr>
<tr>
<td>Other</td>
<td>5,433</td>
<td>5,075</td>
<td>5,010</td>
<td>4,631</td>
<td>5,489</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>20,878</strong></td>
<td><strong>19,055</strong></td>
<td><strong>16,484</strong></td>
<td><strong>13,430</strong></td>
<td><strong>12,830</strong></td>
</tr>
</tbody>
</table>

### Top Five Most Frequent Arrest Offenses

- Driving After Revocation
- Driving While Intoxicated (DWI)
- Warrant Arrest
- Domestic Assault
- Theft

### 2021 ARRESTS

<table>
<thead>
<tr>
<th>Total</th>
<th>248</th>
</tr>
</thead>
<tbody>
<tr>
<td>By Race</td>
<td></td>
</tr>
<tr>
<td>American Indian or Alaskan Native</td>
<td>5</td>
</tr>
<tr>
<td>Asian</td>
<td>2</td>
</tr>
<tr>
<td>Black or African American</td>
<td>118</td>
</tr>
<tr>
<td>Unknown</td>
<td>7</td>
</tr>
<tr>
<td>White</td>
<td>116</td>
</tr>
<tr>
<td>By Gender</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>74</td>
</tr>
<tr>
<td>Male</td>
<td>174</td>
</tr>
<tr>
<td>By Age</td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>244</td>
</tr>
<tr>
<td>Juvenile</td>
<td>4</td>
</tr>
<tr>
<td>By Residency</td>
<td></td>
</tr>
<tr>
<td>Golden Valley Resident</td>
<td>41</td>
</tr>
<tr>
<td>Non-Golden Valley Resident</td>
<td>207</td>
</tr>
<tr>
<td>By Source Of Call</td>
<td></td>
</tr>
<tr>
<td>911</td>
<td>104</td>
</tr>
<tr>
<td>Administrative Line (not 911)</td>
<td>38</td>
</tr>
<tr>
<td>Officer Initiated</td>
<td>106</td>
</tr>
<tr>
<td>By Type Of Call</td>
<td></td>
</tr>
<tr>
<td>Discretionary</td>
<td>69</td>
</tr>
<tr>
<td>Non-Discretionary</td>
<td>179</td>
</tr>
</tbody>
</table>

### 2021 CHARGES

<table>
<thead>
<tr>
<th>Total</th>
<th>502</th>
</tr>
</thead>
<tbody>
<tr>
<td>Count Of Charges By A Statute Description</td>
<td></td>
</tr>
<tr>
<td>Felony</td>
<td>91</td>
</tr>
<tr>
<td>Gross Misdemeanor</td>
<td>98</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>225</td>
</tr>
<tr>
<td>Petty Misdemeanor</td>
<td>55</td>
</tr>
</tbody>
</table>
COMMUNITY OUTREACH

Connecting with the community is a high priority for the GVPD. Due to the pandemic, many of our traditional outreach programs continued to be on hiatus, but we were able to hold some of our events towards the end of the year, including Coffee With A Cop, the Public Safety Open House, and Shop With A Cop. The GVPD hopes to resume all of its outreach programs as well as a few new ones in 2022.

Neighborhood Watch

Due to the pandemic and staffing levels, the GVPD did not hold Neighborhood Watch meetings in 2021. Neighborhood Watch is an important part of the GVPD’s community outreach. The more we can educate the community about crime, specifically crime occurring in our neighborhoods, the better we can work together to prevent that crime from happening. Neighborhood Watch also gives the GVPD the opportunity to answer your questions and learn about your concerns so we can serve you better. Neighborhood Watch meetings and events will resume in 2022.

Coffee With A Cop

Coffee With A Cop encourages citizens to become familiar with the officers who serve their community. Several times a year, one or two police officers host a gathering at a public location (ie, McDonald’s/Starbucks/Byerly’s) in town on varied days of the week and times so residents can ask questions and express concerns. There are no formal presentations—neighbors are invited to drop in any time during the two-hour gathering to chat with an officer and other staff.

Shop With A Cop

Shop With A Cop provides children from families in need with Target gift cards to be used to purchase holiday gifts for their family members. Children spend a fun-filled evening shopping with police officers and staff, followed by dinner at the GVPD, and a few surprises! Contributions from the community are welcome.
Open House
In October the Golden Valley Police and Fire Departments hosted an Open House and invited the public to tour the building facilities, watch a controlled fire burn, get inside police and fire vehicles, meet police officers and firefighters, and learn of many police and fire operations and programs.

Ride-Along Program
The GVPD offers the public the opportunity to ride along with a police officer for part of a shift. This can be arranged in advance and provides a first-hand experience about what it is like to be a Golden Valley police officer.

Bike Rodeo
The annual Bike Rodeo is a collaborative effort with the Cities of New Hope and Crystal. Participants interact with area police officers, receive bike safety tips, and get discounted bike helmet rates. Due to COVID, the 2021 event was held virtually.

Toys For Tots
For years the GVPD has spearheaded a Toys For Tots donation effort in collaboration with regional law enforcement agencies. Toys and gifts are collected at the GVPD throughout December. On the last collection day, police from as many as 20 departments load their cruisers with donated gifts and meet at the GVPD. Then, lights blazing and sirens blaring, they parade to the KARE 11 Toys For Tots drop-off site in time for the 5 pm news program.
## POLICE BUDGET

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>2021 Adopted</th>
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</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td></td>
<td></td>
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<tr>
<td>6110</td>
<td>Salaries-Regular Employees</td>
<td>$3,895,915</td>
</tr>
<tr>
<td>6111</td>
<td>Overtime-Regular Employees</td>
<td>280,110</td>
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<tr>
<td>6150</td>
<td>Employee Insurance</td>
<td>806,720</td>
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<tr>
<td>6160</td>
<td>Retirement</td>
<td>752,125</td>
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<tr>
<td></td>
<td><strong>TOTAL Personal Services</strong></td>
<td><strong>5,734,870</strong></td>
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<tr>
<td>Supplies and Services</td>
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<tr>
<td>6320</td>
<td>Operating Supplies</td>
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<tr>
<td>6324</td>
<td>Clothing</td>
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<tr>
<td>6327</td>
<td>Range Supplies</td>
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<tr>
<td>6340</td>
<td>Professional Services</td>
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<td>6343</td>
<td>Telephone</td>
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<tr>
<td>6344</td>
<td>Use of Personal Auto</td>
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<td>6382</td>
<td>Contractual Maintenance</td>
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<td>6390</td>
<td>Rentals</td>
<td>10,600</td>
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<tr>
<td>6411</td>
<td>Conferences and Schools</td>
<td>69,350</td>
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<tr>
<td>6413</td>
<td>Dues and Subscriptions</td>
<td>5,820</td>
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<tr>
<td>6440</td>
<td>Other Contractual Services</td>
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<td><strong>TOTAL Supplies and Services</strong></td>
<td><strong>694,520</strong></td>
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<tr>
<td>Vehicle Maintenance</td>
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<tr>
<td>7401</td>
<td>Maintenance Charges-Labor</td>
<td>127,920</td>
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<tr>
<td>7402</td>
<td>Maintenance Charges-Parts</td>
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<tr>
<td>7403</td>
<td>Motor Fuels</td>
<td>75,940</td>
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<td></td>
<td><strong>TOTAL Vehicle Maintenance Charges</strong></td>
<td><strong>297,645</strong></td>
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**TOTALS**  | $6,727,035 |
## STAFFING & HIRING

### 2021 Staff

<table>
<thead>
<tr>
<th>Administration</th>
<th>Police Officers</th>
<th>Police Reserve Officers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Chief Scott Nadeau</td>
<td>Officer Isaac Dahl</td>
<td>LeeAnn Lasho, Sgt</td>
</tr>
<tr>
<td>Commander David Kuhnly</td>
<td>Officer William Forberg</td>
<td>Shawn Rydell, Sgt</td>
</tr>
<tr>
<td>Commander Alice White</td>
<td>Officer Beau Hartneck</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officer Bryan Huynh</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officer Kaitlyn Mullarkey</td>
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<tr>
<td></td>
<td>Officer Colin Pennings</td>
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<tr>
<td></td>
<td>Officer Danny Pacholke</td>
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<tr>
<td></td>
<td>Officer Rachel Poling</td>
<td></td>
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<tr>
<td></td>
<td>Officer Michael Seafolk</td>
<td></td>
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<tr>
<td></td>
<td>Officer Levi Siljander</td>
<td></td>
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<tr>
<td></td>
<td>Officer Kyle Toavs</td>
<td></td>
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<tr>
<td></td>
<td>Officer Pa Vang</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officer Trevor Weinmann</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officer Jerad Zachman</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Assistants</th>
<th>Community Service Officers (CSOs)</th>
<th>Resignations/Retirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacie Budig</td>
<td>Andrew Evenson</td>
<td>Joan Acker-Hintgen, CSO</td>
</tr>
<tr>
<td>Kaylin Smith</td>
<td>Abby Gerhardtson</td>
<td>Matt Boelter, Officer</td>
</tr>
<tr>
<td></td>
<td>Cheeka Vang</td>
<td>Sean Bruns, CSO</td>
</tr>
<tr>
<td></td>
<td>Brianna Vierling</td>
<td>Laura Carlson,</td>
</tr>
<tr>
<td></td>
<td>Don Zheng</td>
<td>Administrative Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Eduardo Dominguez, CSO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lance Evans, Officer</td>
</tr>
<tr>
<td></td>
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<td>Mark Farrand, CSO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dan Feldman, Officer</td>
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<tr>
<td></td>
<td></td>
<td>Scott Goebel, Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Steve Johnson, Commander</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Samantha Matzke, Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mark Persons, Sergeant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jake Roskes, CSO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kyle Rossberg, CSO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Timothy Schweiger, Officer</td>
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<tr>
<td></td>
<td></td>
<td>Dave Staaf, Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jason Sturgis, Chief</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ashley Theis, CSO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rob Zarrett, Officer</td>
</tr>
</tbody>
</table>

| Crime Analyst and        | Police Sergeants                 | |
| Support Services Supervisor | Sergeant Brian Bammert | |
|                            | Sergeant Tom Buffie              | |
|                            | Sergeant Sean Hartneck           | |
|                            | Sergeant Randy Mahlen            | |
|                            | Sergeant Jennifer Sleavin        | |
|                            | Sergeant Terry Sleavin           | |
|                            | Sergeant Christine Sloat         | |
|                            | Sergeant Dan Wilcox              | |
New Hires

Officer Bryan Huynh  | Jan 18, 2021
Bryan grew up in the west metro and earned his law enforcement degree from North Hennepin and Hennepin Technical College. Before joining the GVPD, he worked with the Minneapolis Police Department as a community service officer. In his spare time he enjoys skiing, ice fishing, and playing hockey and frisbee golf.

Officer Kaitlyn Mullarkey  | Jan 18, 2021
Kaitlyn grew up in Park Ridge, IL, attended the University of Iowa, and earned a master’s degree from Indiana State University. She previously coached high school and college softball and was a work release officer for the Anoka County Workhouse. Kaitlyn says she chose Golden Valley because of the great community support and the emphasis on training and leading the field of law enforcement.

Officer Rachel Poling  | Jan 18, 2021
Rachel grew up in Ramsey and has an associate degree in criminal justice from North Hennepin Community College. She previously worked as a community service officer for the Minneapolis Police Department. In her spare time, she enjoys being outdoors, hunting, fishing, hiking, and exploring new places.

CSO Cheeka Vang  | Jan 18, 2021
Cheeka grew up in Arden Hills and is currently enrolled in the law enforcement program at Century College. He chose to work at GVPD for the opportunity to learn from the police department as he finished his degree.

CSO Brianna Vierling  | Aug 16, 2021
Brianna grew up in Bloomington and earned a bachelor’s degree in criminal justice/law enforcement and completed skills at Hennepin Tech last winter. She is still figuring out her five- to 10-year goals, but she knows the next step in her career is to become a patrol officer.

CSO Don Zheng  | Aug 16, 2021
Don grew up in Owatonna and is a first-generation college student. His family is from southern China, and he can speak and understand Mandarin. Don earned a bachelor’s degree in mass media with a minor in law enforcement from Minnesota State University-Mankato. After a semester off, he returned as a full-time teaching assistant and received a master’s in communication studies. Don’s career goals are to work for the federal government or become a police officer.

Interim Chief Scott Nadeau  | Sept 7, 2021
Scott began as the acting chief in September 2021. Before working at the GVPD, he was the chief of police for Maplewood and Columbia Heights. In his free time, Scott enjoys teaching in professional settings, the community, and at the university level.

Commander Alice White  | Oct 4, 2021
Alice grew up in South Minneapolis and graduated from Minneapolis South High. She started her law enforcement career in 2004 as a patrol officer with the Minneapolis Police Department, then expanded her learning opportunities as was promoted to patrol sergeant. Alice joined the GVPD because she felt it was time for growth and professional development. She is a Connect Four champion and challenges anyone to stop by her office if they want to get beat!
**CSO Abby Gerhardson** | Oct 4, 2021

Abby grew up in Pine County on a 40-acre farm. She moved to the metro area in 2020 to finish her college degree, and her sister followed her last November to continue her college education. Abby’s goal has always been to work in law enforcement, but she isn’t yet sure which direction to take. She hopes the CSO position will be a great introduction into what law enforcement is really like.

**Officer Colin Pennings** | Oct 11, 2021

Colin grew up in Iowa and earned a degree in education at Northwestern College. He began his teaching career after moving to Minnesota for his wife’s job but soon decided to pursue his dream of becoming a police officer. In his free time Colin likes to fish, play with his golden retriever, and relax at his family lake house.

**Administrative Assistant Kaylin Smith** | Oct 18, 2021

Kaylin grew up in the west metro and graduated from the University of St Thomas with degree in criminal justice. She previously worked for the Minnesota Bureau of Criminal Apprehension as an assistant investigative analyst. She enjoys spending time outdoors, coaching youth volleyball, and weekend adventures.

**Officer Pa Vang** | Nov 29, 2021

Pa was born and raised in St Paul and comes from a big family, including 43 nieces and nephews! She previously worked as a security officer for M Health Fairview and has expressed her gratitude for being selected to serve and protect the community.

**Promotions**

**Sergeant Brian Bammert**

Brian was hired in February 2016 after beginning his career with the Minnesota State Patrol. While he was going through the hiring process, members of the Minnesota State Patrol command staff called Golden Valley to put in a good word for him. These calls were unsolicited and made because of Brian’s character and value to the State Patrol. As a member of the GVPD, Brian has served on the Department Leadership Committee and as a Neighborhood Watch liaison, field trainer, backgrounder, and dispatch liaison. In his spare time, he enjoys traveling and boating with his wife and three kids.

**Sergeant Sean Hartneck**

Sean began his law enforcement career in 2009 and joined the GVPD in 2015. Over the last six years, Sean has proven a valuable member of the agency and has taken many intentional steps to advance his career. During COVID he was asked to fill in as an officer in charge, a position at which he excelled. Sean’s other roles with the GVPD include field trainer, SWAT team member, use of force instructor, and drone pilot. When away from work he enjoys spending time outside—specifically camping, fishing, ice fishing, hunting, and anything else that includes his wife and three sons.
**2020-2021 AWARDS**

**Life Saving Award**
Awarded for prompt and alert actions that result in saving a life. The award may also be given where evidence indicates that actions by the employee(s) prolonged a human life. Recipients are awarded a certificate of recognition and a red/blue/white uniform bar.

Presented to Sergeant Brian Bammert and Officers Will Forberg and Beau Hartneck (facing L to R) for their prompt response and effective execution of life saving measures during a cardiac arrest.

Presented to Sergeant Sean Hartneck and Officer Trevor Weinmann (facing L to R) for their prompt response and alert action during a call involving a suicidal person.

**Certificate of Merit**
Awarded for acts of excellent or outstanding self-initiated police work, acts that are highly unusual and creditable, or for continuing, long-term dedication and devotion to the department or community (as a representative of the department). Recipients are awarded a certificate of recognition and a blue/red/white uniform bar.

Presented to Sergeant Dan Wilcox (facing L) for assessing the scene, providing more than 40 minutes of patient care to the victim, and sound decision-making during a highly stressful time after a SUV drove into a house.

Presented to Officer Trevor Weinmann (facing R) for crawling through debris created by the SUV driving into the house, putting the victim’s life and safety above his own, and moving the SUV in an incredibly dangerous situation, not knowing the condition or structural integrity of the house.
Certificate of Excellence
Awarded for any act of outstanding performance of duties for a specific incident or superior performance for any assignment over a prolonged period of time.

Presented to Sergeant Sean Hartneck for outstanding performance on December 2, 2020 in de-escalating a highly stressful situation involving a suicidal man threatening to jump from a bridge.

Departmental Commendation
Awarded for an outstanding police act or single incident, or for a significant accomplishment or achievement that brings credit to the department and which involved performance above and beyond that normally expected and required of the member’s assignment. It may also be awarded for consistent, ongoing, superior performance during the calendar year. Recipients are awarded a certificate of recognition and a red/blue uniform bar.

Presented to Officer Kyle Toavs for performing an outstanding police act in stopping a vehicle associated with a vehicular homicide that occurred hours earlier in the city of Plymouth, which resulted in the collection of critical evidence.

Letter of Recognition
Awarded by a supervisor for performance recognizable because of professionalism, attention to detail, or a specific effort to accomplish it.

Presented to Officer Isaac Dahl for working with fire, paramedic, and police partners to provide structural reinforcement to the house damaged by a SUV and moving debris to help extricate the victim.

Unit Citation Award
Awarded to a shift or unit for exceptional performance of duty/service and which reflects good credit upon the department and law enforcement profession as a whole. Recipients are awarded a certificate of recognitions and a red/blue uniform bar.

Presented to Sergeant Randy Mahlen, Officer Beau Hartneck, Detective Kristin Hoefling, and Officer Mike Seafolk (facing L to R) for exceptional and professional performance in a highly-volatile situation, use of resources, collection of information in an increasingly hostile situation, and follow-up investigation in prosecuting a sexual offender.
LOOKING AHEAD: 2022 STRATEGIC PLAN

Strategic planning helps identify and anticipate key trends and issues facing the organization, both currently and in the future. It helps stakeholders explore options, set directions, make appropriate decisions, establish who is responsible for outcomes, and determine deadlines and standards for success. Strategic planning sets the organization’s priorities, focuses its resources and energy, and ensures everyone is working toward a common goal. Below is the outline of the strategies and objectives for 2022 developed by the GVPD’s Strategic Planning Committee.

Strategy 1:
Facilitate a multi-faceted approach to wellness.
Objective: Promote and facilitate a whole health program specific to law enforcement.

Action Items:
- Research/evaluate West Metro Peer Support Group
- Expand provider options for mental health check-up and follow up care
- Develop training/group support for family
- Host first-responder based wellness training (nutrition/stress/sleep)
- Prioritize first responder functional fitness
- Explore job-related alternatives to city-sponsored wellness incentives
- Provide biweekly investigative case and specialty unit(s) updates or as needed
- Emphasize the need to communicate policing issues through police chain of command (incoming and outgoing)

Strategy 2:
Effectively communicate (internally and externally) department’s mission, values, strategies, and results to facilitate understanding and job effectiveness.

Objective: Clearly communicate (internally and externally) for the purpose of increasing understanding, while continuously seeking ways to improve communications.

Action Items:
- Take meeting minutes at monthly staff meeting and disseminate to all PD staff
- Re-evaluate roll call structure and content and directed patrol
- Evaluate and deploy physical evidence/property room software

Strategy 3:
Evaluate and/or improve police facilities and equipment.

Objective: Ensure the GVPD has a professional and functional facility, as well as appropriate equipment and technology, so employees can perform their job tasks at a high standard.

Action Items:
- Follow up on architect’s recommendations to improve and expand the police department
- Continue to update facility spaces to include aesthetics (paint/carpet/furniture), technology functionality, and health-related conditions.
- Update squad tablets
- Update body-worn cameras/digital evidence software
Strategy 4:
Use effective methods to recruit, hire, train, and retain the highest quality staff.

Objective: Continue to explore creative solutions and best practices to become a destination agency to ensure the best possible service to our diverse community.

Action Items:
• Develop a comprehensive recruitment strategy
• Develop and institute a comprehensive career-long training schedule
• Examine CSO-to-police-officer transition plan
• Examine non-traditional police officer hiring initiatives (Pathways to Policing)
• Explore career enrichment opportunities
• Continue conversations with senior City staff to educate and build communication and trusting relationships
• Continue employee check-ins centered on employee support and job satisfaction

Strategy 5:
Implement problem-oriented policing strategies by collecting and analyzing data on crime and disorder patterns to focus on crime reduction efforts.

Objective: Continue to use best practices for targeting crime, disorder, violent offenders, and crime locations and people.

Action Items:
• Identify and respond to problems to include hot spot strategy
• Formalize a problem-solving strategy process
• Develop pre-plans for emergency management/active shooter on identified high-risk targets

Strategy 6:
Involve community partners in policing efforts to provide successful communication of information, problem-solving, and the sharing of responsibility for action and decision-making.

Objective: Forge collaborative community and regional responses to the City’s crime issues.

Action Items:
• Partner with PEACE Commission to receive community feedback and forge stronger relationships with diverse stakeholders
• Plan and conduct 10 positive, non-enforcement outreach events with targeted groups, including cultural groups, youth/school/childcare, businesses, elderly, and faith-based groups
• Conduct Police Citizen’s Academy
• Explore and implement a more robust social media presence
• Re-engage Neighborhood Watch
• Participate in CounterAct
City Establishes New PEACE Commission To Replace Civil Service Commission

At its Aug 4, 2021 meeting, the Golden Valley City Council voted to replace the City’s Civil Service Commission (CSC) with a Police Employment, Accountability, and Community Engagement (PEACE) Commission. The new commission held its first meeting in November 2021.

The process included the services of a citizen task force that studied how the City might replace the existing CSC with a new Police Commission. The task force also made recommendations regarding the name, membership composition, mission statement, and bylaws for the new Commission.

Civil Service Commission
The three-member Civil Service Commission served the Golden Valley community for decades, meeting periodically to discuss and review requests for approval relating to a variety of personnel issues, including hiring processes, promotional processes, and other police human resource issues.

Police Employment, Accountability, & Community Engagement (PEACE) Commission
The Police Employment, Accountability, & Community Engagement (PEACE) Commission makes recommendations to the City Council on matters relating to policing in Golden Valley, including community engagement and outreach, research regarding current and historical policing practices, GVPD policies and procedure, presentation of police data, and celebrations of exemplary police work and positive contributions by community members.

Crime Prevention Fund
The Crime Prevention Fund, which is managed by a nine-member board of directors, establishes and oversees a reward fund for specific Golden Valley crimes. It also funds a number of community crime prevention and outreach initiatives via a budget funded by public and corporate donations.
REGULAR MEETING MINUTES

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

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

A. Pledge of Allegiance Led by Royal Olmo

B. Roll Call
   Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, and Gillian Rosenquist
   Absent: Kimberly Sanberg
   Staff present: City Manager Cruikshank, City Attorney Cisneros, Finance Director Virnig, Physical Development Director Nevinski, Planning Manager Zimmerman, Environmental Specialist Chirpich, and City Clerk Schyma

C. Presentation – Hennepin County Sheriff Hutchinson

Sheriff Hutchinson presented an update on the activities of the Hennepin County Sheriff’s Office.

D. Presentation – Golden Valley Historical Society

Mayor Harris introduced Kenneth Huber of the Golden Valley Historical Society who presented an update of events, activities, and accomplishments.

E. Proclamation Recognizing Golden Valley Lutheran Church for 75 Years of Service

Mayor Harris provided a summary of the proclamation and stated that Council Member/Mayor Pro Tem Sanberg will deliver the proclamation to the church at a celebration event on October 24.

Motion by Fonnest, Second by M. Harris to approve a Proclamation Recognizing Golden Valley Lutheran Church for 75 Years of Service.

Motion carried 4-0.
F. Proclamation Recognizing October 24 as World Polio Day

Mayor Harris discussed the proclamation and the efforts of Rotary International.

**Motion by Rosenquist, Second by Fonnest** to approve a Proclamation Recognizing October 24 as World Polio Day.

**Motion carried 4-0.**

G. Proclamation Recognizing Community Planning Month

Jason Zimmerman discussed Community Planning Month and the activities of the Planning Commission.

**Motion by Rosenquist, Second by M. Harris** to approve a Proclamation Recognizing Community Planning Month.

**Motion carried 4-0.**

2. Additions and Corrections to Agenda

Item # 3C1 - Appointments to PEACE Commission was removed from the agenda.

**Motion by Fonnest, Second by Rosenquist** to approve the meeting agenda as amended.

**Motion carried 4-0.**

3. Consent Agenda

**Motion by Rosenquist, Second by M. Harris** to approve the Consent Agenda as revised: removal of Items #3D1 - Approve Agreements for a Replacement Play Structure and Installation at South Tyrol Park; #3D5 - Approve Agreement for Residential Curbside Recycling and Organics Collection Services with Allied Waste Services of North America, LLC d/b/a Allied Waste/ Republic Services of the Twin Cities; and #3E - Receive and File Downtown Study Framework Plan.

**Motion carried 4-0.**

A. Approval of Minutes
   1. Special City Council Meeting (Interviews) – October 12, 2021

B. Approval of City Check Register
C. **Boards, Commissions, and Task Forces:**
   1. Appointments to PEACE Commission

D. **Bids, Quotes, and Contracts:**
   1. **Approve Agreements for a Replacement Play Structure and Installation at South Tyrol Park**
   2. **Approve Waiving the Public Hearing and Ordering Certification of Special Assessments for the Dahlberg Drive Development Agreement, Resolution No. 21-80**
   3. **Approve Waiving the Public Hearing and Ordering Certification of Special Assessments on Sanitary Sewer Repairs that involve 2021 City Street Improvements, Resolution No. 21-81**
   4. **Approve Waiving the Public Hearing and Order Certification of Special Assessments for the 2021 Driveway Replacements, Resolution No. 21-82**
   5. **Approve Agreement for Residential Curbside Recycling and Organics Collection Services with Allied Waste Services of North America, LLC d/b/a Allied Waste/Republic Services of the Twin Cities**

E. **Receive and File Downtown Study Framework Plan**

F. **Adopt Resolution No. 21-83, Approval of Plat – Academy of Whole Learning Addition, 8810 10th Avenue North**

G. **Adopt Resolution No. 21-84 to Update the Proposed 2022-2031 Capital Improvement Program to Add the Douglas Drive and Highway 55 Pedestrian Underpass Project**

H. **Receive and File Previous Quarter’s Financial Reports**

3. **Items Removed From the Consent Agenda:**

   **3D1. Approve Agreements for a Replacement Play Structure and Installation at South Tyrol Park**
   
   Mayor Harris stated he was abstaining from the discussion and voting for this item due to a potential conflict of interest.

   **Motion by Rosenquist, Second by M. Harris** to authorize City Manager to sign purchase agreements for the replacement play structure and installation at South Tyrol Park.

   **Motion carried 3-0. (S. Harris abstained)**

   **3D5. Approve Agreement for Residential Curbside Recycling and Organics Collection Services with Allied Waste Services of North America, LLC d/b/a Allied Waste/Republic Services of the Twin Cities**
   
   Environmental Specialist Drew Chirpich discussed the agreement and organics collection.

   The Council thanked staff for their hard work in leading recycling efforts in the community.
Motion by Fonnest, Second by Rosenquist approve agreement in the form approved by the City Attorney with Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Allied Waste Services of the Twin Cities —Eden Prairie // Republic Services of the Twin Cities - Eden Prairie to provide residential curbside recycling and organics collection services.

Motion carried 4-0.

3E. Receive and File Downtown Study Framework Plan

Planning Manager Zimmerman introduced Jeff Miller, Hoisington Koegler Group, Inc., who presented the plan.

Motion by Rosenquist, Second by M. Harris to receive and file the Downtown Study Framework Plan.

Motion carried 4-0.

4. Public Hearing
   A. Public Hearing – Certifying Special Assessments, 2021 Development Agreement

   Finance Director Sue Virnig presented the report.

   Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

   No further action was required for this item.

5. Old Business

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. First Reading of Ordinance No. 721, Modifying City Code Section 22: Solid Waste, Regarding the Location of Containers in Residential Zoning Districts

   Environmental Specialist Drew Chirpich presented the staff report and was available for questions of the Council.

   Motion by M. Harris, Second by Fonnest to adopt first consideration of Ordinance No. 721 amending the text of Section 22: Location of Containers – Residential Zoning District.
Motion carried 4-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist. Opposed: N/A)

B. First Reading of Ordinance No. 722, Establishing a 2022 Master Fee Schedule

Finance Director Sue Virnig presented the report and proposed fee schedule.

Motion by Fonnest, Second by M. Harris to adopt on First Consideration, Ordinance No. 722, Establishing A 2022 Master Fee Schedule.

Motion carried 4-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist. Opposed: N/A)

C. Review of Council Calendar

Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

D. Mayor and Council Communications
   1. Other Committee/Meeting updates

   Council Member Fonnest discussed the work of the Home Energy Squad.

7. Adjournment

Motion by Rosenquist, Second by M. Harris to adjourn the meeting at 8:33 pm.

Motion carried 4-0.

__________________________________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________________________________
Theresa J. Schyma, City Clerk
1. Call to Order
Mayor Harris called the meeting to order at 6:30 pm.

A. Pledge of Allegiance Led by Commander Gale of the West Metro VFW
   Commander Gale announced several events for Veterans Day on November 11.

B. 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, Physical Development Director Nevinski, City Engineer Oliver, Assistant City Engineer RJ Kakach, and City Clerk Schyma

C. Approve Resolution No. 21-85, Affirming Commitment to Quad Communities Beyond The Yellow Ribbon
   Mayor Harris introduced Tiffany Kovaleski, Beyond the Yellow Ribbon, who discussed the mission of the organization.

   Motion by Rosenquist, Second by M. Harris to adopt Resolution No. 21-85 affirming commitment to Quad Cities Beyond The Yellow Ribbon initiative.

   Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

2. Additions and Corrections to Agenda
   Motion by Sanberg, Second by Fonnest to approve the meeting agenda as submitted.

   Motion carried 5-0.

3. Consent Agenda
Motion by Rosenquist, Second by M. Harris to approve the Consent Agenda as revised: removal of Items #3C2 - Appointments to Police Employment, Accountability, and Community Engagement (PEACE) Commission and #3C3 - Appointment to Board of Zoning Appeals (BZA) and Human Services Commission.

Motion carried 5-0.

A. Approval of Minutes
1. Special City Council Work Session – October 19, 2021

B. Approval of City Check Register

C. Boards, Commissions, and Task Forces:
1. Receive and File Meeting Minutes – Environmental Commission – September 27, 2021
2. Appointments to Police Employment, Accountability, and Community Engagement (PEACE) Commission
3. Appointment to Board of Zoning Appeals (BZA) and Human Services Commission

D. Bids, Quotes, and Contracts:
1. 2021 Council Chambers Remodel Project No. 21-09
   a. Award Audiovisual Bid to Video Services, Inc. and authorize execution of the contract
   b. Award Electrical Bid to Phasor Electric, Inc. and authorize execution of the contract
   c. Approval of Furniture Purchase from Hendrickson & Company in the amount of $29,940
2. Authorize Joint Powers Agreement with the City of Crystal for the 34th Avenue Street Improvement Project from Regent Avenue North to Noble Avenue North

E. Authorize Agreement with Recycling Association of Minnesota (RAM) for the City of Golden Valley’s Rain Barrel Program

3. Items Removed From the Consent Agenda:

3C2. Appointments to Police Employment, Accountability, and Community Engagement (PEACE) Commission

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Jessie Smith 1 - year term Term expires - April 30, 2022

Motion by Rosenquist, Second by Fonnest to appoint the above list of commissioners to the Police Employment, Accountability, and Community Engagement (PEACE) Commission with staggered terms.

Motion carried 5-0.

3C3. Appointment to Board of Zoning Appeals (BZA) and Human Services Commission

Motion by Fonnest, Second by Rosenquist to appoint Kade Arms-Regenold to fill a vacancy on the Board of Zoning Appeals for a term that expires on April 30, 2022.

Motion carried 5-0.

There was not an appointment to the Human Services Commission.

4. Public Hearing
   A. Public Hearing on Proposed Improvements for the 2022 Pavement Management Program, Project #21-01
      • Adopt Resolution No. 21-86, Accepting the Feasibility Report, Approving Plans and Specifications, Ordering Advertisement of Bids, and Ordering Construction of Certain Proposed Public Improvements for 2022 Pavement Management Program

Assistant City Engineer R.J. Kakach presented the staff report.

Mayor Harris opened the public hearing.

Dwayne Kloos, 8345 Duluth Street, had questions regarding the street width calculations.

Phillip Zins, 2165 Zealand Avenue North, stated he is opposed to narrower streets, he also had questions regarding the cost of the project, and stated that if most of the area residents are opposed to sidewalks he didn’t believe they should still be considered.

Jan Plager, 8555 Duluth Street, had questions about alternatives to sidewalks, including striping, because she had safety concerns.
Ed Baker, 8350 Duluth Street, had questions regarding how many miles of Golden Valley streets have sidewalks. He stated he is not in favor of the plan due to current drainage issues at his property which he believes would be worsened with the new plan.

Steven Filler, 1921 Winnetka Avenue North, stated his property is not impacted by the current plan but the 2023 PMP. However, he has concerns about how narrower streets and sidewalks would impact safety, emergency vehicles, snow removal, and sidewalks.

Tom Highum, 8455 Westbend Road, echoed the concerns of Mr. Baker regarding the drainage issues on Zealand Avenue.

Jeff Penick, 1865 Wisconsin Avenue, stated he is opposed to sidewalks on Duluth Street.

Joan Evans, 7940 Valders Court, has questions regarding future bike lanes on Duluth Street and long-term maintenance of the sidewalks and boulevards.

Andrew Werner, 8001 Duluth Street, has concerns regarding narrowing the width of Duluth Street. He also believes that sidewalks should no longer be considered since the majority of area residents are against sidewalks.

Kathy Longar, 2105 Aquila Avenue North, has concerns regarding the sidewalks because she believes it could encourage General Mills to develop land that is now the nature area.

Mayor Harris closed the public hearing.

City Engineer Oliver, Assistant City Engineer Kakach, and Physical Development Director Nevinski responded to questions brought forward during the hearing.

**Motion by Fonnest, Second by Sanberg** to adopt Resolution No. 21-86, Accepting the Feasibility Report, Approving Plans and Specifications, Ordering Advertisement of Bids, and Ordering Construction of Certain Proposed Public Improvements for 2022 Pavement Management Program.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

5. **Old Business**

6. **New Business**
   All Ordinances listed under this heading are eligible for public input.
   A. **Second Reading of Ordinance No. 721, Modifying City Code Section 22: Solid Waste, Regarding the Location of Containers in Residential Zoning Districts**
Environmental Specialist Drew Chirpich presented the staff report and was available for questions of the Council.

**Motion by Fonnest, Second by M. Harris** to adopt second consideration of Ordinance No. 721 amending the text of Section 22: Location of Containers – Residential Zoning District.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**B. Second Reading of Ordinance No. 722, Establishing a 2022 Master Fee Schedule and Approval of Resolution No. 21-87 Authorizing Summary Publication of Ordinance No. 722**

Finance Director Sue Virnig presented the report and proposed fee schedule.

**Motion by Sanberg, Second by Rosenquist** to adopt on Second Consideration, Ordinance No. 722, Establishing A 2022 Master Fee Schedule.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**Motion by M. Harris, Second by Rosenquist** to approve Resolution No. 21-87 authorizing summary publication of Ordinance No. 722.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**C. Review of Council Calendar**

Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

**D. Mayor and Council Communications**

1. Other Committee/Meeting updates

   The Council discussed the agenda for the November 9 Council Work Session.

**7. Adjournment**

**Motion by Fonnest, Second by M. Harris** to adjourn the meeting at 9:10 pm.

**Motion carried 5-0.**
Shepard M. Harris, Mayor

Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

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

   A. Pledge of Allegiance Led by Commander Gale of the West Metro VFW

       Commander Gale announced several events for Veterans Day on November 11.

   B. 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, Physical Development Director Nevinski, City Engineer Oliver, Assistant City Engineer RJ Kakach, and City Clerk Schyma

   C. Approve Resolution No. 21-85, Affirming Commitment to Quad Communities Beyond The Yellow Ribbon

       Mayor Harris introduced Tiffany Kovaleski, Beyond the Yellow Ribbon, who discussed the mission of the organization.

       Motion by Rosenquist, Second by M. Harris to adopt Resolution No. 21-85 affirming commitment to Quad Cities Beyond The Yellow Ribbon initiative.

       Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

2. Additions and Corrections to Agenda

   Motion by Sanberg, Second by Fonnest to approve the meeting agenda as submitted.

   Motion carried 5-0.

3. Consent Agenda
Motion by Rosenquist, Second by M. Harris to approve the Consent Agenda as revised: removal of Items #3C2 - Appointments to Police Employment, Accountability, and Community Engagement (PEACE) Commission and #3C3 - Appointment to Board of Zoning Appeals (BZA) and Human Services Commission.

Motion carried 5-0.

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Motion carried 5-0.

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Motion by Fonnest, Second by Rosenquist to appoint Kade Arms-Regenold to fill a vacancy on the Board of Zoning Appeals for a term that expires on April 30, 2022.

Motion carried 5-0.

There was not an appointment to the Human Services Commission.

4. Public Hearing
   A. Public Hearing on Proposed Improvements for the 2022 Pavement Management Program, Project #21-01
      • Adopt Resolution No. 21-86, Accepting the Feasibility Report, Approving Plans and Specifications, Ordering Advertisement of Bids, and Ordering Construction of Certain Proposed Public Improvements for 2022 Pavement Management Program

Assistant City Engineer R.J. Kakach presented the staff report.

Mayor Harris opened the public hearing.

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Kathy Longar, 2105 Aquila Avenue North, has concerns regarding the sidewalks because she believes it could encourage General Mills to develop land that is now the nature area.

Mayor Harris closed the public hearing.

City Engineer Oliver, Assistant City Engineer Kakach, and Physical Development Director Nevinski responded to questions brought forward during the hearing.

**Motion by Fonnest, Second by Sanberg** to adopt Resolution No. 21-86, Accepting the Feasibility Report, Approving Plans and Specifications, Ordering Advertisement of Bids, and Ordering Construction of Certain Proposed Public Improvements for 2022 Pavement Management Program.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

5. **Old Business**

6. **New Business**
   All Ordinances listed under this heading are eligible for public input.
   A. **Second Reading of Ordinance No. 721, Modifying City Code Section 22: Solid Waste, Regarding the Location of Containers in Residential Zoning Districts**
Environmental Specialist Drew Chirpich presented the staff report and was available for questions of the Council.

**Motion by Fonnest, Second by M. Harris** to adopt second consideration of Ordinance No. 721 amending the text of Section 22: Location of Containers – Residential Zoning District.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

B. **Second Reading of Ordinance No. 722, Establishing a 2022 Master Fee Schedule and Approval of Resolution No. 21-87 Authorizing Summary Publication of Ordinance No. 722**

Finance Director Sue Virnig presented the report and proposed fee schedule.

**Motion by Sanberg, Second by Rosenquist** to adopt on Second Consideration, Ordinance No. 722, Establishing A 2022 Master Fee Schedule.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**Motion by M. Harris, Second by Rosenquist** to approve Resolution No. 21-87 authorizing summary publication of Ordinance No. 722.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

C. **Review of Council Calendar**

Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

D. **Mayor and Council Communications**

1. **Other Committee/Meeting updates**

The Council discussed the agenda for the November 9 Council Work Session.

7. **Adjournment**

**Motion by Fonnest, Second by M. Harris** to adjourn the meeting at 9:10 pm.

**Motion carried 5-0.**
Shepard M. Harris, Mayor

Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES
City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

1. Call to Order
Mayor Harris called the meeting to order at 7:06 pm.

A. Pledge of Allegiance

B. Roll Call
Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, and Gillian Rosenquist, and Kimberly Sanberg
Staff present: City Manager Cruikshank, City Attorney Cisneros, Finance DirectorVirnig, Physical Development Director Nevinski, Planning Manager Zimmerman, Environmental Specialist Chirpich, and City Clerk Schyma

C. Receive and Approve the Human Services Commission Annual Allocation Report
Human Services Commission Chair Denise LaMere-Anderson and Vice Chair Aaron Black presented the report.

Motion by M. Harris, Second by Sanberg to receive and file the 2022 Allocation Report and approve notifying the eleven agencies of their 2022 allocation amount.

Motion carried 5-0.

D. Police Department Employee Award Recognition

Interim Police Chief Scott Nadeau and Commanders Dave Kuhnly and Alice White presented 11 officers with employee recognition awards for excellence in service and performance. Awards categories included Life Saving, Departmental Commendation, Unit Citation, Certificate of Excellence, Letter of Recognition, and Certificate of Merit.

The officers who received recognition were Officer Will Forberg, Sgt Sean Hartneck, Sgt Dan Wilcox, Officer Beau Hartneck, Sgt Randy Mahlen, Officer Kyle Toavs, Officer Mike Seafolk, Officer Kristin Hoefling, Officer Trevor Weinmann, Officer Isaac Dahl, and Sgt Brian Bammert.
2. Additions and Corrections to Agenda

Item # 3G - Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022 will be moved from the Consent Agenda to be considered as Item #4A1.

Motion by Rosenquist, Second by Sanberg to approve the meeting agenda as amended.

Motion carried 5-0.

3. Consent Agenda

Motion by Rosenquist, Second by M. Harris to approve the Consent Agenda as revised: removal of Item #3C3 - Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99.

Motion carried 5-0.

A. Approval of Minutes
   1. Special City Council Closed Executive Session – November 30, 2021
B. Approval of City Check Register
C. Bids, Quotes, and Contracts:
   1. Approve Agreement with Hennepin County for the 2022-2023 Sentencing to Service Program
   2. Purchase Approvals - Vactor Combo Sewer Truck
      - Rescind Original Purchase Approval Made on August 17, 2021
      - Approve Purchase of a 2022 Vactor 2100I Combo Sewer Truck from MacQueen Equipment in the amount of $289,954.60
      - Approve Purchase of a 2022 Mack Granite 64FR Tandem Axle from Nuss Truck & Equipment in the Amount of $132,387.47
   3. Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99
D. Approve Resolution No. 21-91 Designating Polling Places for the 2022 Election Cycle
E. Approve Summary of Conclusion Regarding City Manager Performance Evaluation from Closed Executive Session on November 30, 2021
F. Approve Resolution No. 21-92 Authorizing a Joint Powers Agreement for the West Metro Home Remodeling Fair
G. Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022
H. Approve Resolution No. 21-94 Adopting the 2022-2031 Capital Improvement Program
I. Approve Resolution No. 21-95 Adopting the 2022-2023 Budget for Enterprise, Special Revenue and Internal Services Funds
3. **Items Removed From the Consent Agenda:**

3C3. **Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99**

Interim Police Chief Nadeau discussed the agreement and program.

**Motion by M. Harris, Second by Fonnest** to approve Resolution No. 21-99 accepting Toward Zero Deaths Enforcement Grant in the amount of $358,175.00 and authorizing the Mayor and City Manager to sign funding agreement with the City of Orono.

**Motion carried 5-0.**

4. **Public Hearing**

A. **Public Comment and Adoption of the 2022-2023 General Fund Budget and Property Tax Levies for Taxes Payable 2022, Resolutions No. 21-96 and 21-97**

Finance Director Sue Virnig presented the report.

Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

The Council thanked Finance Director Virnig and staff for their hard work on the budget during a difficult year.

**Motion by Sanberg, Second by Fonnest** to adopt Resolution No. 21-96 Adopting the 2022 Budget of the General Fund Budget.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**Motion by M. Harris, Second by Rosenquist** to adopt Resolution No. 21-97 Adopting the Property Tax Levies for Taxes Payable 2022.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

A. 1. **Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022**

Finance Director Sue Virnig presented the report.
Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

**Motion by M. Harris, Second by Fonnest** to approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**B. Public Hearing – Final Plan for Greenway Villas PUD No. 126 – 7001 Golden Valley Road, Ordinance No. 725**

Assistant City Planner Myles Campbell presented the report.

Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

**Motion by Rosenquist, Second by M. Harris** to approve Ordinance No. 725 and the Final Plan for Golden Valley Country Club Villas PUD No. 126, based on the findings above, staff recommends the approval be subject to the following conditions:

1. The plans prepared by Ron Clark Construction, dated November 3 and 4, 2021, shall become part of this approval.
2. The plans are subject to the review and approval of the Bassett Creek Watershed Management Commission.
3. The required park dedication fee shall be paid prior to the release of the final plat.
4. The Final Plat shall include “PUD No. 126” in its title.
5. Final Construction Plans and cost estimates for the site and public improvements must be submitted to the City for review and approval.
6. Details as to the construction of site and public improvements shall be finalized prior to the consideration of approval of the development agreement and final plat, and are subject to the approval of the City Engineer.
   a) Plans shall be revised to show the public street, Greenway Pass, to be no more than 26 feet in width.
7. All required easements and agreements shall be dedicated or executed prior to the release of the final plat, including but not limited to drainage and utility easements, public use and access easements, development agreement, escrow and deposit agreement for public improvements, and conservation easements.
8. The impervious surface area on each of the residential lots shall be limited to listed square footage in the plans dated November 4, 2021, in order to preserve open space within the shoreland area and to remain consistent with the stormwater calculations that determined the design of the stormwater management facilities.
9. Homes within the PUD will be restricted to a single story above grade as measured from the front yard, with a maximum height of 25 ft.
10. Overhead power adjacent to and within the development must be buried as well as all utilities serving the site; joint trench for private utilities is preferred to maximize efficient use of the right-of-way.
11. Sanitary sewer main in Pennsylvania Avenue must be lined for I&I compliance and any existing sanitary sewer stubs to the site must be abandoned.
12. Applicant shall submit HOA documents and all other private declarations of covenants, conditions, restrictions, and easements for the development prior to approval of the final plat.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

C. **Continuation of Public Hearing – 6300 Olson Memorial Highway, United Properties**

1. Amendment to Future Land use Map, Resolution No. 21-98
2. Amendment to Zoning Map, Ordinance No. 724
3. Preliminary Plan for Subdivision

Planning Manager Zimmerman presented the report. He also noted that Item #4C1 required a two-thirds vote for approval.

Mayor Harris re-opened/continued the public hearing.

Connor McCarthy and Brandon Champeau, United Properties Developer - Applicant, and Alan Green, UBS, made a presentation regarding the proposed project and answered questions from the Council.

Tom Conlin, Board Member Golden Valley Country Club, stated the GVCC is not anti-development but are concerned with long-term viability of their club and how this project could negatively impact their future.

Mayor Harris closed the public hearing.

Council Members Harris and Fonnest stated their support for this project due to the potential economic impact for the community.

Mayor Harris stated he has concerns about the street easement. He agrees that this is a great project for the City but doesn’t agree that the location is correct for the type of development that is proposed.

**Motion by M. Harris, Second by Fonnest** to adopt Resolution No. 21-98, Amendment to the Future Land Use Map Designating the Property at 6300 Olson Memorial Highway as
Light Industrial, and to authorize staff to forward the request to the Metropolitan Council for review.

**Motion carried 4-1 with at least two-thirds approval.** (In Favor: Fonnest, M. Harris, Rosenquist, Sanberg. Opposed: S. Harris)

**Motion by Rosenquist, Second by Sanberg** to table the adoption of Ordinance No. 724, Amending the Zoning Map and Rezoning 6300 Olson Memorial Highway from Office to Light Industrial until the change in land use has been reviewed by the Metropolitan Council.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**Motion by Rosenquist, Second by M. Harris** to table the consideration of the Preliminary Plan for Subdivision for 6300 Olson Memorial Highway until the change in land use has been reviewed by the Metropolitan Council.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

5. **Old Business**

6. **New Business**
   All Ordinances listed under this heading are eligible for public input.
   A. **First Consideration of Ordinance No. 726, Modifying the Composition of the Environmental Commission**

   Environmental Resources Supervisor Eric Eckman presented the staff report and was available for questions of the Council.

   **Motion by Fonnest, Second by Rosenquist** to adopt the first consideration of Ordinance No. 726 deleting in its entirety City Code Chapter 2 Administration, Article V. Boards and Commissions, Section 2-131 Environmental Commission and replacing with a new Section 2-131.

   **Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

   B. **First Consideration of Ordinance No. 727, Amending the City Code to Establish a Public Land Disposition Procedure**

   Assistant City Planner Myles Campbell presented the report.
Motion by M. Harris, Second by Sanberg to adopt First Consideration of Ordinance No. 727, Amending City Code Chapter 2. – Administration, to establish a public land disposition procedure.

Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

C. Review of Council Calendar

Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

D. Mayor and Council Communications

1. Other Committee/Meeting updates

Mayor Harris noted that Golden Valley would be turning 135 years old on December 16.

Mayor Harris and Council Member Rosenquist announced they had a productive and encouraging discussion with leaders in the Police Department.

7. Adjournment

Motion by M. Harris, Second by Fonnest to adjourn the meeting at 11:08 pm.

Motion carried 5-0.

________________________________________
Shepard M. Harris, Mayor

ATTEST:

________________________________________
Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

1. Call to Order
   Mayor Harris called the meeting to order at 7:06 pm.

   A. Pledge of Allegiance

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, and Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, City Attorney Cisneros, Finance Director Virnig, Physical Development Director Neviniski, Planning Manager Zimmerman, Environmental Specialist Chirpich, and City Clerk Schyma

   C. Receive and Approve the Human Services Commission Annual Allocation Report

      Human Services Commission Chair Denise LaMere-Anderson and Vice Chair Aaron Black presented the report.

      Motion by M. Harris, Second by Sanberg to receive and file the 2022 Allocation Report and approve notifying the eleven agencies of their 2022 allocation amount.

      Motion carried 5-0.

   D. Police Department Employee Award Recognition

      Interim Police Chief Scott Nadeau and Commanders Dave Kuhnly and Alice White presented 11 officers with employee recognition awards for excellence in service and performance. Awards categories included Life Saving, Departmental Commendation, Unit Citation, Certificate of Excellence, Letter of Recognition, and Certificate of Merit.

      The officers who received recognition were Officer Will Forberg, Sgt Sean Hartneck, Sgt Dan Wilcox, Officer Beau Hartneck, Sgt Randy Mahlen, Officer Kyle Toavs, Officer Mike Seafolk, Officer Kristin Hoefling, Officer Trevor Weinmann, Officer Isaac Dahl, and Sgt Brian Bammert.
2. **Additions and Corrections to Agenda**

Item # 3G - Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022 will be moved from the Consent Agenda to be considered as Item #4A1.

**Motion by Rosenquist, Second by Sanberg** to approve the meeting agenda as amended.

Motion carried 5-0.

3. **Consent Agenda**

**Motion by Rosenquist, Second by M. Harris** to approve the Consent Agenda as revised: removal of Item #3C3 - Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99.

Motion carried 5-0.

A. Approval of Minutes
   1. Special City Council Closed Executive Session – November 30, 2021
B. Approval of City Check Register
C. Bids, Quotes, and Contracts:
   1. Approve Agreement with Hennepin County for the 2022-2023 Sentencing to Service Program
   2. Purchase Approvals - Vactor Combo Sewer Truck
      - Rescind Original Purchase Approval Made on August 17, 2021
      - Approve Purchase of a 2022 Vactor 2100I Combo Sewer Truck from MacQueen Equipment in the amount of $289,954.60
      - Approve Purchase of a 2022 Mack Granite 64FR Tandem Axle from Nuss Truck & Equipment in the Amount of $132,387.47
   3. Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99
D. Approve Resolution No. 21-91 Designating Polling Places for the 2022 Election Cycle
E. Approve Summary of Conclusion Regarding City Manager Performance Evaluation from Closed Executive Session on November 30, 2021
F. Approve Resolution No. 21-92 Authorizing a Joint Powers Agreement for the West Metro Home Remodeling Fair
G. Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022
H. Approve Resolution No. 21-94 Adopting the 2022-2031 Capital Improvement Program
I. Approve Resolution No. 21-95 Adopting the 2022-2023 Budget for Enterprise, Special Revenue and Internal Services Funds
3. Items Removed From the Consent Agenda:

3C3. Authorize Mayor and City Manager to Sign Funding Agreement for the Toward Zero Death Grant Program With the City of Orono, Resolution No. 21-99

Interim Police Chief Nadeau discussed the agreement and program.

Motion by M. Harris, Second by Fonnest to approve Resolution No. 21-99 accepting Toward Zero Deaths Enforcement Grant in the amount of $358,175.00 and authorizing the Mayor and City Manager to sign funding agreement with the City of Orono.

Motion carried 5-0.

4. Public Hearing
A. Public Comment and Adoption of the 2022-2023 General Fund Budget and Property Tax Levies for Taxes Payable 2022, Resolutions No. 21-96 and 21-97

Finance Director Sue Virnig presented the report.

Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

The Council thanked Finance Director Virnig and staff for their hard work on the budget during a difficult year.

Motion by Sanberg, Second by Fonnest to adopt Resolution No. 21-96 Adopting the 2022 Budget of the General Fund Budget.

Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

Motion by M. Harris, Second by Rosenquist to adopt Resolution No. 21-97 Adopting the Property Tax Levies for Taxes Payable 2022.

Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

A. 1. Approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022

Finance Director Sue Virnig presented the report.
Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

**Motion by M. Harris, Second by Fonnest** to approve Resolution No. 21-93 Granting City Council Consent and Authorization for the Housing and Redevelopment Adopted Tax Levy Payable in 2022

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

B. **Public Hearing – Final Plan for Greenway Villas PUD No. 126 – 7001 Golden Valley Road, Ordinance No. 725**

Assistant City Planner Myles Campbell presented the report.

Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.

**Motion by Rosenquist, Second by M. Harris** to approve **Ordinance No. 725** and the Final Plan for Golden Valley Country Club Villas PUD No. 126, based on the findings above, staff recommends the approval be subject to the following conditions:

1. The plans prepared by Ron Clark Construction, dated November 3 and 4, 2021, shall become part of this approval.
2. The plans are subject to the review and approval of the Bassett Creek Watershed Management Commission.
3. The required park dedication fee shall be paid prior to the release of the final plat.
4. The Final Plat shall include “PUD No. 126” in its title.
5. Final Construction Plans and cost estimates for the site and public improvements must be submitted to the City for review and approval.
6. Details as to the construction of site and public improvements shall be finalized prior to the consideration of approval of the development agreement and final plat, and are subject to the approval of the City Engineer.
   a) Plans shall be revised to show the public street, *Greenway Pass*, to be no more than 26 feet in width.
7. All required easements and agreements shall be dedicated or executed prior to the release of the final plat, including but not limited to drainage and utility easements, public use and access easements, development agreement, escrow and deposit agreement for public improvements, and conservation easements.
8. The impervious surface area on each of the residential lots shall be limited to listed square footage in the plans dated November 4, 2021, in order to preserve open space within the shoreland area and to remain consistent with the stormwater calculations that determined the design of the stormwater management facilities.
9. Homes within the PUD will be restricted to a single story above grade as measured from the front yard, with a maximum height of 25 ft.
10. Overhead power adjacent to and within the development must be buried as well as all utilities serving the site; joint trench for private utilities is preferred to maximize efficient use of the right-of-way.
11. Sanitary sewer main in Pennsylvania Avenue must be lined for I&I compliance and any existing sanitary sewer stubs to the site must be abandoned.
12. Applicant shall submit HOA documents and all other private declarations of covenants, conditions, restrictions, and easements for the development prior to approval of the final plat.

Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

C. Continuation of Public Hearing – 6300 Olson Memorial Highway, United Properties
   1. Amendment to Future Land use Map, Resolution No. 21-98
   2. Amendment to Zoning Map, Ordinance No. 724
   3. Preliminary Plan for Subdivision

Planning Manager Zimmerman presented the report. He also noted that Item #4C1 required a two-thirds vote for approval.

Mayor Harris re-opened/continued the public hearing.

Connor McCarthy and Brandon Champeau, United Properties Developer - Applicant, and Alan Green, UBS, made a presentation regarding the proposed project and answered questions from the Council.

Tom Conlin, Board Member Golden Valley Country Club, stated the GVCC is not anti-development but are concerned with long-term viability of their club and how this project could negatively impact their future.

Mayor Harris closed the public hearing.

Council Members Harris and Fonnest stated their support for this project due to the potential economic impact for the community.

Mayor Harris stated he has concerns about the street easement. He agrees that this is a great project for the City but doesn’t agree that the location is correct for the type of development that is proposed.

Motion by M. Harris, Second by Fonnest to adopt Resolution No. 21-98, Amendment to the Future Land Use Map Designating the Property at 6300 Olson Memorial Highway as
Light Industrial, and to authorize staff to forward the request to the Metropolitan Council for review.

**Motion carried 4-1 with at least two-thirds approval.** (In Favor: Fonnest, M. Harris, Rosenquist, Sanberg. Opposed: S. Harris)

**Motion by Rosenquist, Second by Sanberg** to table the adoption of Ordinance No. 724, Amending the Zoning Map and Rezoning 6300 Olson Memorial Highway from Office to Light Industrial until the change in land use has been reviewed by the Metropolitan Council.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

**Motion by Rosenquist, Second by M. Harris** to table the consideration of the Preliminary Plan for Subdivision for 6300 Olson Memorial Highway until the change in land use has been reviewed by the Metropolitan Council.

**Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

5. **Old Business**

6. **New Business**
   All Ordinances listed under this heading are eligible for public input.
   A. **First Consideration of Ordinance No. 726, Modifying the Composition of the Environmental Commission**

   Environmental Resources Supervisor Eric Eckman presented the staff report and was available for questions of the Council.

   **Motion by Fonnest, Second by Rosenquist** to adopt the first consideration of Ordinance No. 726 deleting in its entirety City Code Chapter 2 Administration, Article V. Boards and Commissions, Section 2-131 Environmental Commission and replacing with a new Section 2-131.

   **Motion carried 5-0 with unanimous approval.** (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

   B. **First Consideration of Ordinance No. 727, Amending the City Code to Establish a Public Land Disposition Procedure**

   Assistant City Planner Myles Campbell presented the report.
Motion by M. Harris, Second by Sanberg to adopt First Consideration of Ordinance No. 727, Amending City Code Chapter 2. – Administration, to establish a public land disposition procedure.

Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)

C. Review of Council Calendar

Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

D. Mayor and Council Communications

1. Other Committee/Meeting updates

Mayor Harris noted that Golden Valley would be turning 135 years old on December 16.

Mayor Harris and Council Member Rosenquist announced they had a productive and encouraging discussion with leaders in the Police Department.

7. Adjournment

Motion by M. Harris, Second by Fonnest to adjourn the meeting at 11:08 pm.

Motion carried 5-0.

_________________________________
Shepard M. Harris, Mayor

ATTEST:

_________________________________
Theresa J. Schyma, City Clerk
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:

The check register for approval:
- 02-04-22 Check Register
Agenda Item

3. C. 1. Approve Multi-Family Rental Property Licenses for the period of March 1, 2022 through February 28, 2023

Summary

The following multi-family rental properties are up for renewal March 1, 2022. They are all on an annual March 1 renewal cycle. All have had their annual rental inspections within the last few months and have corrected or are in the process of correcting any issues noted during those inspections. Fees are based on participation in the S.T.A.R. Program. Staff is recommending approval of the following license renewals:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>LICENSE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcata Apartments - 901 Xenia Avenue South</td>
<td>$ 3,600</td>
</tr>
<tr>
<td>Calvary Center Apartments - 7650 Golden Valley Road</td>
<td>$ 225</td>
</tr>
<tr>
<td>Central Park West Apartments – 1511 Utica Avenue South</td>
<td>$ 3,025</td>
</tr>
<tr>
<td>Colonial Apartments - 5743/5745/5747 Glenwood Avenue</td>
<td>$ 957</td>
</tr>
<tr>
<td>Copacabana Apartments - 1725 Lilac Drive North</td>
<td>$ 175</td>
</tr>
<tr>
<td>Cornerstone Creek Apartments - 9280 Golden Valley Road</td>
<td>$ 1,750</td>
</tr>
<tr>
<td>Crosswoods Apartments - 5601 Glenwood Avenue</td>
<td>$ 175</td>
</tr>
<tr>
<td>Dover Hill Complex - 2400 Rhode Island Avenue North</td>
<td>$ 2,325</td>
</tr>
<tr>
<td>Duluth Street Flats - 6150 St. Croix Avenue</td>
<td>$ 225</td>
</tr>
<tr>
<td>Flourish – 9000 Golden Valley Road</td>
<td>$ 3,795</td>
</tr>
<tr>
<td>Golden Valley Road Apartments - 6200 Golden Valley Road</td>
<td>$ 427</td>
</tr>
<tr>
<td>Golden Valley Townhomes - 2120 Douglas Drive</td>
<td>$ 560</td>
</tr>
</tbody>
</table>
Golden Valley Townhomes - 3354 Lilac Drive $245
Hello Apartments - 9201 Golden Valley Road $6,320
Herbeck Triplex – 1510 Kelly Drive $175
Laurel At West End Apartments - 5610 Laurel Avenue $225
Liberty Crossing Apartments – 2450 Winnetka Avenue North $300
Mallard Creek Apartments - 8300 / 8400 Golden Valley Road $450
Medley Park Townhomes - 2343/2350/2389/2391 Mendelssohn Lane $1,060
Rutter 4-plex – 2425 Mendelssohn Avenue North $235
Southwirth Apartments - 501 Theodore Wirth Parkway $225
Talo Apartments – 5100 Wayzata Boulevard $300
The Laurel Apartments - 250 Turners Crossroad South $225
Trentwood Apartments - 9110/9140/9200/9210/9240 Golden Valley Road $2,765
Valley Creek West Apartments - 1370 Douglas Drive $915
Valley Square Commons - 749 Winnetka Avenue North $1,225
Valley View Apartments - 6537 Golden Valley Road $1,050
Valley Village Apartments - 600 Lilac Drive North $3,290
West End Apartments - 241/251/261/271 Yosemite Circle $3,465
West End Trails - 1400/1450/1500/1600 Douglas Drive $2,730

Financial or Budget Considerations
None

Recommended Action
Motion to authorize the renewal of multi-family rental licenses for the period of March 1, 2022, through February 28, 2023.

Supporting Documents
None
Agenda Item
3. D. 1. Approve Purchase of Gate Valves and Parts

Prepared By
Tim Kieffer, Public Works Director
Joe Hansen, Utility Maintenance Superintendent

Summary
The City contracts water distribution repairs annually in conjunction with mill and overlay projects. The City purchases the valves and parts to reduce costs by eliminating sales tax or mark-ups the contractor may impose. Purchasing the gate valves and parts now ensures timely delivery before the projects commence. Gate valves are critical in maintaining the water distribution system and limiting the number of affected properties by isolating the water supply during emergency repairs.

Staff solicited quotes for the gate valves and parts. Two quotes were received and are below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Boys Water Products</td>
<td>$71,075.37</td>
</tr>
<tr>
<td>Core &amp; Main</td>
<td>$71,889.96</td>
</tr>
</tbody>
</table>

Financial Or Budget Considerations
The 2022-2031 Water and Sanitary Sewer Capital Improvement Program includes $150,000 in 2022 for mill and overlay water repairs (W&SS-051).

Recommended Action
Motion to approve purchase of gate valves and parts from Boys Water Products in the amount of $71,075.37.

Supporting Documents
- Boys Water Products Quotes (2 pages)
- Core & Main Quotes (2 pages)
**Estimate**

**Quote #:** Q-5123  
**Date:** 1/31/2022

**Job Name:** City of Golden Valley  
**Location:** City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427  
Derek 763-286-7018  
Matt 763-286-8890

**mjefferson@goldenvalleymn.gov**  
763-593-8038  
**Bid Date & Time:**  
**Quoted by:** James 612-239-7804

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<th>Item #</th>
<th>Qty</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>30 EA</td>
<td>6&quot; MJ R/S Gate Valve OL w/2&quot; Bronze Nut-AVK</td>
<td>$736.60</td>
<td>$22,098.00</td>
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</tr>
<tr>
<td>11 EA</td>
<td>8&quot; MJ R/S Gate Valve OL w/2&quot; Bronze Nut-AVK</td>
<td>$1,094.08</td>
<td>$12,034.88</td>
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<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$34,132.88</strong></td>
</tr>
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</table>

**DATE:** FEBRUARY 15, 2022  
**Signature:** ____________________________  
Shephard M. Harris, Mayor

**Signature:** ____________________________  
Timothy J. Cruikshank, City Manager

Quotations on named goods only. FOB Boys Water Products unless otherwise noted. Acceptance of this quotation is acceptance of company Terms and Conditions. Prices do not local, state, or federal taxes. All quantities to be verified before shipment. All pipe is sold in full lengths only and all fabric is sold in full rolls only. Quote to be accepted within 30 days to hold pricing. Prices to be held on estimated quantities only. Any additions are subject to price increases.
Job Name: City of Golden Valley

Location: Matt 763-286-8890
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
mjefferson@goldenvalleymn.gov
763-593-8038
Bid Date & Time:
Quoted by: James 612-239-7804

<table>
<thead>
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<th>Item #</th>
<th>Qty</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>120 EA</td>
<td>6&quot;</td>
<td>MJ Restained Gland DI-USA</td>
<td>$30.48</td>
<td>$3,657.60</td>
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<tr>
<td>120 EA</td>
<td>6&quot;</td>
<td>MJ Plain Rubber Gasket</td>
<td>$6.40</td>
<td>$768.00</td>
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<tr>
<td>720 EA</td>
<td>3/4&quot;</td>
<td>x3-1/2&quot; MJ Bolt/Nut Cor-Blue</td>
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<td>$2,980.80</td>
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<tr>
<td>44 EA</td>
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<td>MJ Restained Gland DI-USA</td>
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<tr>
<td>44 EA</td>
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<td>MJ Plain Rubber Gasket</td>
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<td>$304.92</td>
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<tr>
<td>264 EA</td>
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<tr>
<td>11 EA</td>
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<td>DI L/P Sleeve FBE USA (55#)</td>
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<td>Valve Box Adapter 6&quot;-AVK</td>
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<tr>
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<td>Valve Box Adapter 8&quot;-AVK</td>
<td>$94.30</td>
<td>$1,037.30</td>
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</tbody>
</table>

**TOTAL** $36,942.49

DAT E: FEBRUARY 15, 2022

Shepard M. Harris, Mayor

Timothy J. Cruikshank, City Manager

Quotations on named goods only. FOB Boys Water Products unless otherwise noted. Acceptance of this quotation is acceptance of company Terms and Conditions. Prices do not local, state, or federal taxes. All quantities to be verified before shipment. All pipe is sold in full lengths only and all fabric is sold in full rolls only. Quote to be accepted within 30 days to hold pricing. Prices to be held on estimated quantities only. Any additions are subject to price increases.
Bid Proposal for AVK Valves

GOLDEN VALLEY CITY OF
Bid Date: 01/06/2022 03:30 pm
Core & Main 2138295

<table>
<thead>
<tr>
<th>Seq#</th>
<th>Qty</th>
<th>Description</th>
<th>Units</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>30</td>
<td>6&quot; MJ GATE VALVE</td>
<td>EA</td>
<td>740.00</td>
<td>22,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WITH BRONZE NUT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>11</td>
<td>8&quot; MJ GATE VALVE</td>
<td>EA</td>
<td>1,100.00</td>
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Total 34,300.00

DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER’S ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/lamc/
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Agenda Item

3. D. 2. Approve the Professional Services Agreement with Metropolitan Consortium of Community Developers for the Open to Business Program, Resolution No. 22-015

Prepared By
Cherie Shoquist, Housing and Economic Development Manager
Marc Nevinski, Physical Development Director

Summary
The Open to Business Program provides aspiring entrepreneurs with access to free business advisory and technical services. These services are provided by the Metropolitan Consortium of Community Developers (MCCD). MCCD also provides business loans and can assist in assembling additional sources of business financing.

The City of Golden Valley has participated in the Open to Business Program since 2013. Attached is a summary of the services, business types, and financing provided to Golden Valley entrepreneurs in 2021. The program is promoted in Golden Valley on the City’s website, social media, and newsletter using content provided by MCCD.

In 2021, three Golden Valley residents and five Golden Valley businesses received services from Open to Business. The hours of services provided ranged from 1 or 2 hours to nearly sixty hours. The industries served were manufacturing and health and fitness.

In 2022, Physical Development staff will work with Diversity Equity and Inclusion staff, and Communications staff to implement a new communications plan to connect more Golden Valley residents and businesses to the Open to Business Program services. The communications plan will include our media publications, increased collaborations with Elevate Hennepin County organizations, additional organizations supporting BIPOC and other new entrepreneurs, and building direct relationships with small business owners in the City.

The 2022 contract includes an annual fee of $7,500, with 50% funded by the City and 50% by Hennepin County HRA. MCCD staff is available to meet with entrepreneurs by appointment. The contract term includes services for 2022-2024. Funding for Open to Business is included in the 2022 City Manager’s budget (1030.6340).
Recommended Action
Motion to approve Resolution No. 22-015 and to authorize the Mayor and City Manager to execute a professional services agreement for the period of 2022-2024 with the Metropolitan Consortium of Community Developers for the Open to Business Program in the form approved by the City Attorney in the annual amount of $3,750.

Supporting Documents
• Open To Business Update 2021 (5 pages)
• Professional Service Agreement between the City of Golden Valley Metropolitan Consortium of Community Developers for the Open to Business Program (10 pages)
• Resolution No. 22-015 Authorizing Submission of a Request for Matching Funds Through the 2022-2024 Hennepin County Economic Development Initiative and Authorizing Entering into an Agreement with the Metropolitan Consortium of Community Developers for the Open To Business Initiative
HENNEPIN COUNTY
Open to Business Updates
John Endris – Business Advisor
1/1/2020 – 12/31/2021

Clients Served – 226

Business Stage:
Existing Business: 123
Pre- Start Planning: 36
Start-Up: 56
Client Inquiry: 11*
*Many Client Inquiries turn into meetings later.

Program Hours:
(Includes Direct Client Hours, Program Outreach & Marketing, Public Events/City Meetings, Data Collection and Administration)

Program Hours
1st QTR: 335
2nd QTR: 425
3rd QTR: 430
4th QTR: 357
Total: 1,547

Grant Funding thru 12/31/21
Hennepin County Small Business Grants Approved and Funded:

Total Grants: 430
Amount Funded: $5,059,000
Average Grant Amount: $11,765

Referral Source
Bank Referral: 21
Entrepreneur: 63
Friends/Family: 11
MCCD Partner: 20
Municipality: 61
Website: 12
Other: 38

Industry Segment
Construction/Real Estate: 16
Food: 52
Health/Fitness: 12
Manufacturing: 5
Professional/Consulting: 11
Retail: 26
Service: 98
Technology: 4
Wholesale/Distribution: 2

Client City (Residence/Business)
Bloomington: (13/11)
Brooklyn Center: (6/6)
Brooklyn Park: (13/9)
Champlin: (1/1)
Crystal: (4/2)
Eden Prairie: (10/7)
Edina: (2/5)
Excelsior: (0/1)
Hopkins: (6/10)
Golden Valley: (3/2)
Long Lake: (2/2)
Maple Grove: (9/9)
Medina: (2/2)
Minneapolis: (94/98)
Minnetonka: (14/14)
Minnetrista: (1/1)
Mound: (2/1)
New Hope: (2/6)
Plymouth: (17/11)
Richfield: (9/8)
Rogers: (2/2)
St Louis Park: (8/10)
Wayzata: (3/5)

Direct Financing YTD (business or resident)
Number of Loans Approved: 2
Facilitated Financing: 6
MCCD Amount: $350,000
Facilitated Funding: $447,651
Capital/Equity Leveraged: $952,651
(Leveraged Amount includes Bank/Owner Equity/Other Outside Financing)
YTD Highlights, Networking, & Outreach

- MCCD welcomes Eman Alaghbari, Humphrey Fellow and Fulbright Exchange Scholar from Yemen. Eman joins MCCD on a part time basis until March 31, 2022 and will work closely with MCCD leadership and the Open to Business team to learn about community and economic development strategies, tools, and resources. Eman will bring the knowledge she gains in Minnesota back to Yemen to provide new strategies for Yemeni entrepreneurs who are working to rebuild considering the war that has been ongoing in the country for the past 7 years.

- MCCD is pleased to welcome our newest Business Advisor, Yoni Reinharz, who joins MCCD with a strong background in digital content creation, communications, and marketing. Yoni is a business owner and long-time entrepreneur and has worked with both for-profit and non-profit organizations and social enterprises. Yoni will be advising businesses throughout the OTB service area with a focus on Minneapolis and the City of Northfield.

- Oct. 4 – 8: MCCD co-hosted the annual conference of the National Alliance of Community Economic Development Associations (NACEDA) which was held virtually. MCCD organized sessions spotlighting economic development in Minnesota on October 6th including a keynote address by Minnesota’s Lt. Governor Peggy Flanagan and a session on Building a Business Advisor Pipeline.

- November 17: MCCD hosted the 2nd virtual Q&A with the University of MN Law School. This free virtual event was open to businesses at any stage. The event was at capacity with 15 businesses in attendance. The Q&A session was recorded and is available for viewing here. Additional Q&As will be held in 2022.

- November 18: MCCD and Amplio (formerly Spedco) co-hosted a virtual panel discussion on non-traditional business financing. The event was well attended by more than 60 people including many community bankers, city/county employees, and community development non-profits. Presentations were made by MCCD, Amplio, the African Development Center, the City of Minneapolis, and the City of South Saint Paul. The event was recorded and is available for viewing here. We’re planning a similar event in Spring / Summer 2022, hopefully in person.

- January 28: We are pleased to invite our community partners to join a virtual community development focused policy and advocacy training on January 28th from 10:00 AM – 12:00 PM. MCCD’s Co-Directors of Public Policy and Field Building, Kadra Abdi and Kari Johnson, will walk through how to navigate local, regional, and state government and guest speaker lawmakers will be present to provide their insights also. Additional information and registration info here.

- February: In partnership with the MN Dept. of Labor, MCCD is hosting a live virtual Q&A session in February on labor policies, regulations, and resources for small business owners. The event is open to businesses in any stage. Event date and time to be announced. Registration information is forthcoming soon.

Direct Financing & Access to Capital

In recent months there has been unprecedented opportunities for small business relief capital in the form of grants as well as low-cost and forgivable loans which has contributed to reduced demand for traditional small business lending. MCCD staff has focused our efforts on directing clients to the available relief grants and loans. Recently we have seen traditional lending inquiries from clients and financial partners pick up again as businesses are stabilizing and shifting back into growth mode.

Direct Loans - (YTD 2021):
(Loans done by MCCD/OTB)

Business Type: Land Trust
Location: Minneapolis
OTB Financing: $300,000.00
Outside Financing: $638,500.00
Other Financing: $349,851.00

Overview: This was funding done to support a community land trust in the Cleveland neighborhood in North Minneapolis. This was a three-way partnership between Partnership in Property Commercial Land Trust (PIPCLT – Formerly known as the Commercial Land Trust Initiative), Northside Investment Cooperative Enterprise (NICE MN) and Land Bank Twin Cities.
Business Type: Sports Barbershop
Owner Location: Minneapolis
OTB Financing: $50,000.00
Owner Outside Financing: $258,000.00
Other Financing: $00.00

Overview: This funding assisted a client with purchasing an owner occupied CRE. The capital will help to maintain affordable rent for a core asset in the Cleveland neighborhood in North Minneapolis. This capital helped to keep commercial units affordable for small businesses.

Facilitated Funding - (YTD 2021):
(Assisted funding that wouldn’t have happened without OTB/MCCD)

Business Type: Media Production
Location: St Paul
OTB Financing: $00.00
Outside Financing: $341,700.00
Other Financing: $00.00

Overview: Open to Business assisted a St Louis Park resident with organizing a compelling loan package to fund a media production facility in St Paul. This facility is BIPOC owned and operated and features radio, multi-media video production, and sound recording for an underrepresented community. Open to Business provided several hours of technical assistance to create projections, a realistic project cost, a succinct business plan, organized underwriting materials, and facilitated a capital connection.

Business Type: Trucking
Location: Bloomington
OTB Financing: $00.00
Outside Financing: $32,800.00
Other Financing: $00.00

Overview: Open to Business assisted this Bloomington client with accessing an emergency SBA EIDL loan. OTB technical assistance and coaching was a contributing factor in this funding being accessed. This capital was necessary to this one-person business to continue after a significant setback. OTB technology coaching helped this entrepreneur access the capital they needed.

Business Type: Barbershop
Location: Burnsville
OTB Financing: $00.00
Outside Financing: $6,000.00
Other Financing: $00.00

Overview: Open to Business assisted this Bloomington client with accessing a COVID grant. As a barber, they experienced significant setbacks due to the pandemic. This capital was used to continue operations for this one-person Latino business. This is a long-term client who has benefited from Open to Business technical assistance for their digital media presence. OTB also played a key role in developing and implementing a digital customer capture system and database they can use to organize their clientele and communicate effectively through digital means during the pandemic.

Business Type: Health/Beauty
Location: Golden Valley
OTB Financing: $00.00
Outside Financing: $10,000.00
Other Financing: $00.00
**Overview:** Although Open to Business assisted many entrepreneurs with accessing emergency funding, we don’t always get to record the results. This is a long-term client who was happy to share their results. Open to Business helped this long term BIPOC Golden Valley client with a home-based beauty product business with building out their digital media/e-commerce platform and provided marketing training. OTB encouraged this client to apply for the Main Street Grant opportunity and assisted with providing insight, technical assistance, and coaching. They were approved for $10,000.00. This business suffered from the pandemic immensely. This capital allowed them to replenish their inventory and continue operations. OTB also assisted this client with developing a crowd funding campaign, which is currently in the process of launching.

**Business Type:** Restaurant  
**Location:** Minnetonka  
**OTB Financing:** $00.00  
**Outside Financing:** $00.00  
**Other Financing:** $8,151.00

**Overview:** This client and their business partner opened a new restaurant in Minnetonka, for which they had already secured financing. Open to Business helped this long-term Minneapolis client to set up a customer capture system and enhance their online footprint. Open to Business assisted this client with setting up a crowd funding campaign. The CRM (customer relationship management) system they developed with the guidance of OTB were instrumental getting their crowd funding campaign fully funded, which helped to buy the inventory they needed to open.

**Business Type:** Auto-mechanics  
**Location:** Bloomington  
**OTB Financing:** $00.00  
**Outside Financing:** $00.00  
**Other Financing:** $49,000.00

**Overview:** This long term BIPOC business and resident of Bloomington needed flexible capital to float their operating cycle during slow periods. Open to Business coached, provided technical assistance, education, and facilitated a banking connection so this client could access a $49,000.00 line of credit. This capital helped them feel more secure during COVID. Especially during the months where no one was commuting and the demand for repairs went down.

**Client Comments:**

“I could have never gotten this far without you. I never could have dreamed how well this would work. Thanks.”  
– Auto-mechanic shop owner

“Thanks for helping me. Having an e-commerce store is something I have always wanted. I worked with Rob for years. He was great. Your skill set is in a different league. Without your help, I never could have gotten my products into online marketplaces.”

– Organic Beauty Product Owner
“You have helped me so much. Where I was when you met me and where I am now is unbelievable. You made things so much easier.”

- Barbershop Owner

“Your knowledge and coaching have helped me immensely.”

- Catering Company Owner

“The loan package you put together got me over the line.”

- Media Company Owner

“Your marketing ideas combined with the resources and education on how to use those things were amazing. I liked that you showed me samples of what to do using your real business. Seeing your results from it was neat.”

- Doula/LMFT/CD-PICD, Marriage and Family Therapist.
PROFESSIONAL SERVICES AGREEMENT FOR
THE OPEN TO BUSINESS PROGRAM

THIS AGREEMENT is made this February 15, 2022 (“Effective Date”) by and between Metropolitan Consortium of Community Developers, a Minnesota Community Development Financial Institution, with its principal office located at 3137 Chicago Avenue, Minneapolis, MN 55407, (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

A. Consultant is engaged in the business of providing business advisory and technical services.

B. The City desires to hire Contractor to provide business advisory and technical services to existing businesses and those parties interested in opening a business in Golden Valley.

C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.

D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor 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 Contractor agree as follows:

AGREEMENT

1. Services. Contractor agrees to provide the City with the 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.

2. Time for Completion. The Services shall be completed on or before March 1, 2024, provided that the parties may extend the stated deadlines 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 Contractor for the Services according to the terms on the attached hereto as Exhibit B. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor’s statements are submitted.

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

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

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

6. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, 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 Contractor’s breach.

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

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

9. **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: Worker’s Compensation Insurance as required by Minnesota Statutes, section 176.181; and Commercial General Liability in an amount of not less than $1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and $1,000,000.00 per occurrence for property damage, $2,000,000.00 aggregate. To meet the Commercial General Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. 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.

10. **Subcontracting.** 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 the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent 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.

11. **Assignment.** Neither the City nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision is null and void.

12. **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.

13. **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.

14. ** 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 Exhibits A and B, the terms of Exhibit B shall prevail.

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

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

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

18. **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.

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

20. **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.

21. **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 the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys’ fees and staff time, in any action or proceeding brought alleging a violation of these laws by 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.

22. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is Marc Nevinski, Physical Development Director for the City, or designee. Consultant’s authorized agent for purposes of administration of this contract is Elena Gaarder, Chief Executive Officer, or designee who shall perform or supervise the performance of all Services.

23. **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:

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>THE CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elena Gaarder</td>
<td>Marc Nevinski</td>
</tr>
<tr>
<td>Metropolitan Consortium of Community</td>
<td>City of Golden Valley</td>
</tr>
<tr>
<td>Developers</td>
<td>7800 Golden Valley Road</td>
</tr>
<tr>
<td>3137 Chicago Avenue</td>
<td>Golden Valley, MN 55427</td>
</tr>
<tr>
<td>Minneapolis, MN 55407</td>
<td><a href="mailto:mnevinsk@goldenvalleymn.gov">mnevinsk@goldenvalleymn.gov</a></td>
</tr>
<tr>
<td><a href="mailto:egaarder@mccdmn.org">egaarder@mccdmn.org</a></td>
<td></td>
</tr>
</tbody>
</table>

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

24. **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.

25. **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.

26. **Payment of Subcontractors.** Consultant agrees that it must pay any subcontractor within 10 days of the prime contractor’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 prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorneys’ fees, incurred in bringing the action.
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29. **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.

30. **Counterparts and Electronic Signatures.** 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.

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

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

Metropolitan Consortium of Community Developers

By: _________________________________
Name: Elena Gaarder
Title: Chief Executive Officer

CITY OF GOLDEN VALLEY:

By: _________________________________
Shepard M. Harris, Mayor

By: _________________________________
Timothy J. Cruikshank, City Manager
EXHIBIT A
SCOPE OF SERVICES

Open for Business Advisory and Technical Assistance Services
MCCD will provide intensive one-on-one technical assistance to Golden Valley businesses, Golden Valley residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Golden Valley. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing strategy
- Cash flow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

MCCD will be available to provide technical assistance on a walk-in basis at least monthly in the Golden Valley City Hall or as requested at a place of business within Golden Valley.

MCCD shall submit reports related to its operation. The reports shall include all data reasonably requested by the City, including but not limited to:

- Number of inquiries
- Hours of technical assistance provided
- Type of assistance provided
- Type of business
- Annual sales revenue of businesses served
- Number of businesses opened
- Number of business expanded/stabilized
- Number and amounts of financing packages
- Demographic information on entrepreneurs

At a minimum, the Reports shall be provided to the City according to the following schedule:

- January – June activity, report due July 31st
- January – December activity, report due January 31st

MCCD will provide additional reports as requested.

Open for Business Access to Capital
Access to capital will be provided to qualifying businesses through MCCD’s Emerging Small Business Loan Program (see Exhibit A1 Small Business Loan Program Guidelines below). MCCD also provides its financing in partnership other community lenders, banks or both.
EXHIBIT A1
Small Business Loan Program Guidelines

Loan Amounts:

- Up to $25,000 for start-up businesses
- Larger financing packages for established businesses
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- Borrowers must be a “for-profit” business.
- Business must be complimentary to existing business community.
- Borrowers must have equity injection as determined by fund management.

Allowable Use of Proceeds:

- Loan proceeds can be used for working capital, inventory, building and equipment and general business operations.

Interest Rates:

- Loan interest rate is dependent on use, term and other factors, not to exceed 10%.

Loan Term Length:

- Loan repayment terms will generally range from three to five years, but may be substantially longer for major asset financing such as commercial property.

Fees and Charges:

- Borrowers are responsible for paying all customary legal and other loan closing costs.
EXHIBIT B
FEE SCHEDULE

Total compensation shall be $7,500 for a one year period (the Contract Amount) to manage the Golden Valley Open to Business program. The City shall pay $3,750 upon execution of this Agreement. MCCD shall invoice the remaining $3,750 (the “Second Installment”) to the Hennepin County Housing Redevelopment Authority within six months of the Effective Date and shall collect the Second Installment directly from the Hennepin County Housing Redevelopment Authority. In no event shall the City be liable for the Second Installment.
RESOLUTION NO. 22-015

RESOLUTION AUTHORIZING SUBMISSION OF A REQUEST FOR MATCHING FUNDS THROUGH THE 2022-2024 HENNEPIN COUNTY ECONOMIC DEVELOPMENT INITIATIVE AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE METROPOLITAN CONSORTIUM OF COMMUNITY DEVELOPERS FOR THE OPEN TO BUSINESS INITIATIVE

WHEREAS, Hennepin County has announced an economic development initiative to provide matching funds to municipalities to join the Open to Business program offered by the Metropolitan Consortium of Community Developers; and

WHEREAS, the initiative allows smaller municipalities to cooperatively apply for the county match and split the $5,000 local match; and

WHEREAS, the City of Golden Valley would like to continue participation in this initiative and seek matching funds from Hennepin County to underwrite this participation, at a cost to Golden Valley of $3750 annually.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Golden Valley that the City Manager is authorized to seek matching funds from Hennepin County to participate in the Open to Business initiative.

BE IT FURTHER RESOLVED that the Mayor and City Manager may enter into an agreement with the Metropolitan Consortium of Community Developers to provide services for Open to Business for 2022 and 2023.

Adopted by the City Council of Golden Valley, Minnesota this 15th day of February, 2022

____________________________________
Shepard M. Harris, Mayor

ATTEST:

_______________________
Theresa Schyma, City Clerk
Agenda Item
3. D. 3. Approve Professional Services Agreement with Short Elliot Hendrickson, Inc. for Downtown Traffic Study

Prepared By
Jeff Oliver, PE, City Engineer
R.J. Kakach, PE, Assistant City Engineer

Summary
In the fall of 2021, the Downtown Study Phase III was approved by City Council. As the study was being developed, it was determined that a traffic study was needed to evaluate capacity of the existing downtown street network and forecast future traffic needs based on the findings of the Downtown Study. Funds were budgeted in the 2022 Capital Improvement Program for the Downtown Traffic Study.

Staff worked with the City’s consultant traffic engineer, Short Elliot Hendrickson (SEH), Inc. for a proposal to perform the study. The traffic study will review the work done on the Downtown Study and evaluate the impact of proposed redevelopment sites and the impact the redevelopment will have on the street network as well as recommending any geometric improvements or additional traffic control.

The traffic study will gather existing data, forecast future traffic average annual daily traffic (AADT) counts, evaluate trip generation and distribution, and analyze operations. The study will produce a memorandum summarizing the findings and recommending any potential future improvements.

Financial Or budget Considerations
The total cost for Short Elliot Hendrickson (SEH), Inc. to provide traffic study services for the Downtown Traffic Study is $104,930. Anticipated funding for these services in included in the 2022 Street CIP Program (S-052) in the amount of $125,000.

Recommended Actions
Motion to authorize the Mayor and City Manager to execute a professional services agreement with Short Elliot Hendrickson (SEH), Incorporated in the form approved by the City Attorney for the Downtown Traffic Study, for an amount not to exceed $104,930.

Support Documents
• Professional Services Agreement dated February 15, 2022 (18 pages)
PROFESSIONAL SERVICES AGREEMENT
DOWNTOWN AREA REDEVELOPMENT TRAFIC STUDY

THIS AGREEMENT is made this 15th day of February 2022 ("Effective Date") by and between Short Elliott Hendrickson, Incorporated a Minnesota company with its principal office at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110-5196 ("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 perform a Traffic Study for the City’s Downtown Area Redevelopment 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.

2. **Time for Completion.** The Services shall be completed on or before December 31, 2022, 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 according to Consultant’s fee schedule, attached hereto as Exhibit B. Consultant’s total compensation for the Services shall not exceed $104,930. The consideration shall be for both the Services performed by Consultant and the 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. **Expense Reimbursement.** Consultant shall not be compensated separately for necessary incidental expenses. All expenses of Consultant shall be built into Consultant’s hourly compensation rate,
unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

5. **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.

6. **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 attorneys’ fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Consultant’s (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by 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. Consultant shall maintain reasonable insurance coverage throughout this
Agreement. Consultant agrees that before any work related to the approved project can be performed,
Consultant shall maintain at a minimum:

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

Commercial General Liability

1. $2,000,000 General Aggregate
2. $2,000,000 Products – Completed Operations Aggregate
3. $1,000,000 Each Occurrence
4. $1,000,000 Personal Injury

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:
1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. $10,000,000 Each Claim
   $10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability,
   Employers’ Liability, and Commercial Automobile Liability policies.

Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with
limits of not less than $5,000,000 Per Claim/ $5,000,000 Annual Aggregate.

Consultant 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
genral 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. **Subcontracting.** 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 written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent 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. **Assignment.** Neither the City nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision is null and void.

14. **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.

15. **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.

16. **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.

17. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

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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.

24. **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 Jen Koehler, or designee who shall perform or supervise the performance of all Services.

25. **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                          THE CITY
   Short Elliott Hendrickson, Inc.    City of Golden Valley
   3535 Vadvais Center Drive         ATTN: R.J. Kakach
   St. Paul, MN 55110-5196             7800 Golden Valley Road
   or such other contact information as either party may provide to the other by notice given in accordance with this provision.

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

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

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

**SHORT ELLIOTT HENDRICKSON INC.**

By: _________________________________
Name: ______________________________
Title: _______________________________

**CITY OF GOLDEN VALLEY:**

By: _________________________________
Shepard M. Harris, Mayor

By: _________________________________
Timothy J. Cruickshank, City Manager
EXHIBIT A
SCOPE OF SERVICES
February 2, 2022

Mr. Jeff Oliver
City Engineer
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN  55427-4588

Dear Mr. Oliver:

Thank you for the opportunity to provide professional services to the City of Golden Valley related to performing a Traffic Study for the City’s Downtown Area Redevelopment. This letter serves as the Scope of Services for Professional Services between the City of Golden Valley and Short Elliott Hendrickson Inc. (SEH) for the Downtown Area Redevelopment Traffic Study.

BACKGROUND

The City of Golden Valley has a plan to revitalize its downtown area into a community-oriented destination by strategically redeveloping the land uses, creating more walkable and inviting streets, improving the safety of intersections, and strengthening its multimodal network in the area. The approximately 160-acre study area is bounded by Highway 55 to the south, 10th Avenue N to the north, Boone Ave N to the west, and Pennsylvania Ave N/Glenwood Ave to the east. The purpose of the Traffic Study will be to review the work that the City and HKG have completed to evaluate the impact the proposed redevelopment sites will have to the traffic and operations on the surrounding street network as well as determine geometric improvements and/or traffic controls.

The following streets are included in the proposed project area:

- Highway 55 (Boone Ave N to Rhode Island Avenue N)
- Golden Valley Road (Boone Avenue N to Pennsylvania Avenue N)
- 10th Avenue N (Boone Ave N to Rhode Island Avenue N)
- Boone Avenue N (Highway 55 to 10th Avenue N)
- Wisconsin Avenue N (Highway 55 to 10th Avenue)
- Winnetka Avenue N (Harold Avenue to 10th Avenue N)
- Rhode Island Avenue N (Highway 55 to 10th Avenue N)
SCOPE OF WORK

Task 1: Meetings and Coordination

- SEH proposes to host a kickoff meeting with City staff at the beginning of the project to review the scope, schedule, and data collection needs.
- 12 monthly progress meetings are included to be held with City staff throughout the duration of the project. It is assumed all these meetings will be held virtually.
- Scope includes SEH to virtually attend up to four Planning Commission and/or City Council Meetings.
- SEH will prepare and deliver invoices and provide project updates to the Client Project Manager.

Task 2: Data Collection

- Traffic data will be collected on a weekday (Tuesday – Thursday), on a day without any inclement weather and during normal traffic patterns (i.e. no special events in the area, during the school year, etc.). SEH will deploy a total of 33 traffic video cameras to collect turning movement count data at study intersections and accesses. 14 cameras will be deployed at the primary intersections and vehicle turning movements will be collected for a total of 13-hours per location. All 19 existing access points to the potential redevelopment areas will be counted for the AM and PM peak hours.

The primary study intersections include:

1. Highway 55 at Boone Avenue N (Signal)
2. Highway 55 at Wisconsin Avenue N (Yield)
3. Highway 55 at Wisconsin Avenue N (Signal)
4. Highway 55 at Golden Valley Road at Wisconsin Avenue N (Signal)
5. Golden Valley Road at Boone Avenue N (Signal)
6. Golden Valley Road at Wisconsin Avenue N (Signal)
7. Golden Valley Road at Winnetka Avenue N (Signal)
8. Golden Valley Road at Rhode Island Avenue N (Signal)
9. Golden Valley Road at Pennsylvania Avenue N (Minor Stop)
10. 10th Avenue N at Boone Avenue N (Signal)
11. 10th Avenue N at Wisconsin Avenue N (Minor Stop)
12. 10th Avenue N at Winnetka Avenue N (Signal)
13. Rhode Island Avenue N at Country Club Drive (Minor Stop)
14. Winnetka Avenue N at Harold Avenue (Minor Stop)

- AM and PM peak hour turning movement count data at the 19 existing accesses to the potential redevelopment areas will be collected to help remove the traffic from the existing development more accurately in the analysis.
- Data will include classification of passenger vehicles, trucks, pedestrians, and bicycle counts

*Figure 1* shows the proposed locations for data collection.
Task 3: StreetLight Origin-Destination Analysis

- SEH will complete a StreetLight analysis to understand the existing origin and destination of trips traveling internally between sites, trips traveling in and out of the area, and trips traveling through the study area. This analysis will be used to distribute the new trips more accurately for the planned redevelopment.
- MnDOT purchases a one-year subscription to StreetLight Data’s software platform to perform various traffic-related studies throughout the state. MnDOT allows Cities to purchase a StreetLight subscription for $6,000, which is valid through September 31, 2022. It is assumed that the City will obtain the StreetLight license prior to completing this analysis.

Task 4: Traffic Forecasting

- A review of the City of Golden Valley’s Comprehensive Plan (Chapter 4: Transportation), in addition to reviewing MnDOT’s historical average annual daily traffic (AADT) counts, will be used to determine an appropriate linear annual growth rate to use in the study area to estimate build year(s) and design year background traffic volumes.

Task 5: Trip Generation, Distribution, and Assignment

- Based on the most recent redevelopment plans, SEH will estimate the daily, AM peak hour, and PM peak hour trip generation for the total proposed development using data and rates provided in the Institute of Transportation Engineer’s (ITE) Trip Generation Manual (11th Edition).
- Reasonable internally linked-trips and/or pass-by trip reductions will be applied if necessary.
- Trip distribution and assignment will be estimated based on the surrounding network, existing traffic data, and StreetLight’s origin-destination analysis. This exercise will be performed for up to 4 redevelopment scenarios as identified by the City.
- SEH will review the outcomes of Task 5 with the City to field any questions and make any necessary revisions prior to proceeding with the analysis.

Task 6: Operations Analysis

- Using Synchro/SimTraffic modeling, SEH will analyze up to 4 redevelopment scenarios as defined with City staff. For example, the scenarios may include partial and full development of the quadrant-based redevelopment plan and/or analyzing redevelopment phasing scenarios (e.g., 25%, 50%, 75%, 100%). SEH will analyze the scenarios at the 14 identified study intersections for the weekday AM and PM peak periods.
- Analysis includes reviewing capacity, level of service, delay, and queue length (average and maximum) for each scenario.
- The analysis will identify geometric and control improvements to maintain acceptable traffic operations.
- A summary of the results will be shared in a Measures of Effectiveness table of the study intersections, showing delay, Level of Service (LOS), and maximum queue lengths.
- Scenarios and analysis years will be confirmed with the City prior to beginning this task.
- It is assumed that existing traffic timing plans will be provided by the City for the following intersections:
  - Highway 55 at Boone Avenue N
  - Highway 55 at Winnetka Avenue N
  - Highway 55 at Rhode Island Avenue N
  - Golden Valley Road and Boone Avenue N
  - Golden Valley Road at Wisconsin Avenue
  - Golden Valley Road at Winnetka Avenue N
  - Golden Valley Road at Rhode Island Avenue N
Task 7: Traffic Impact Study Memorandum

- A draft memorandum will be electronically submitted summarizing the study methodologies, analysis results, and any improvement recommendations for review and comment by the City.
- SEH will attend up to 1 conference call with the City to discuss the draft memo and study.
- Based on the comments and direction received from the City, SEH will prepare the final memorandum. A final memorandum will be shared electronically with the City within two weeks of receiving draft comments.

SCHEDULE

If approved, SEH is ready to begin this work immediately. Work will start by scheduling a project kick-off meeting with City staff. At this meeting, we will confirm the necessary data collection and analysis scenarios. The schedule for most of the tasks will be dictated by when the Data Collection task is complete, which is assumed to be collected in early Spring 2022. The Origin-Destination study can begin after the City purchases a StreetLight subscription through MnDOT. Trip Generation analysis can begin prior to processing the traffic data and completing the origin-destination study.

In total, the traffic study is estimated to be completed within 10-12 months following the kick-off meeting. The estimated schedule is as follows:

- Data Collection & StreetLight Analysis: Spring 2022
- Complete Traffic Analysis: Summer 2022
- Draft Traffic Study Memorandum: Fall 2022
- Final Traffic Study Memorandum: Winter 2022

Throughout the analysis process, SEH will provide updates and ask questions to the City at scheduled monthly meetings to keep the City involved in the process and maintain the project schedule.

COMPENSATION

SEH proposes to be compensated for the scope of work proposed in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including traffic processing, traffic equipment, and mileage. We have estimated a not-to-exceed fee of $96,800 for the services described above. The task hour budget for each phase of the project is attached.

The summary of engineering services is as follows:

Meetings & Coordination $ 13,450
Data Collection & Traffic Analysis $ 85,480
Estimated Engineering Fees $ 98,930

This above fee does not include the external StreetLight license fee, which will cost the City approximately $6,000 to obtain for a subscription through September 31, 2022. Including the $6,000 StreetLight fee, the total estimated cost to complete the study is $104,930.

This agreement is an understanding of the project to date. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office.
We look forward to working with you, your staff and the community on this project, and appreciate the continued opportunity to work with the City of Golden Valley.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Erin Jordan, PE (Lic. IA, MN, WI)
Traffic Engineer

ekj
Enclosures
• Figure 1 – Proposed Data Collection Locations
• Work Plan Summary and Fee Estimate
### City of Golden Valley

**Downtown Area Redevelopment Traffic Study**

**Work Plan Summary and Fee Estimate**

**SEH No. P-GOLDV 157989**

#### Sr. Trans. Eng. / Principal

<table>
<thead>
<tr>
<th>Name</th>
<th>Mike Kotila</th>
<th>Erin Jordan</th>
<th>Justin Anibas</th>
<th>Leo Johnson</th>
<th>Mike Steurnagel</th>
<th>Janel Metcalf</th>
<th>Admin Asst</th>
</tr>
</thead>
</table>

#### Task 1.0 - Meetings, Coordination, Project Administration

- Prepare for and attend a kick-off meeting and up to 12 monthly progress meetings with City staff. Assume all meetings are virtual.
- Planning Commission and/or City Council Meetings, up to 4 total. Assume all meetings are virtual.
- Correspondence and communication, records and accounting.

| Task 1.0 Totals | 16 | 50 | 16 | 0 | 0 | 12 | 94 |

#### Task 2.0 - Data Collection and Analysis

- Review Long Range Redevelopment Concepts prepared for the City by HKG.
- Deploy 33 traffic video cameras to record demands at study area intersections.
- Count 13-hrs at Study Intersections (14 - CountCLOUD) Count am, pm peak hours (2 hrs) at accesses (19).
- Review 2040 Transportation plan forecast.
- Streetlight analysis - define internal trips, internal-external trips and external-external trips through study area.
- Perform trip generation for redevelopment sites (4 scenarios).
- Reduce trips for existing trip generators planned for redevelopment.
- Distribute new trips.
- Existing & No-build Synchro/SimTraffic Analysis.
- Build Alternatives Analysis - assume up to 4 scenarios as defined with City staff involvement (e.g. Quadrant based - partial and full development; and/or 25%, 50%, 75% and 100% redevelopment phasing scenarios).
- Summarize findings and recommendations in a draft and final memorandum, submitted electronically.

| Task 2.0 Totals | 24 | 100 | 397 | 60 | 50 | 0 | 631 |

#### Total Project Hours

|     | 40 | 150 | 413 | 60 | 50 | 12 | 725 |

#### Labor Based Costs

| Labor Based Costs | $97,360.00 |

#### Reimbursable Expenses

| Mileage | $170 |
| Traffic Cameras (up to 33 @ $50/seat) | $1,650 |
| CountCloud 13-hr Counts (14 @ $100/intersection) | $1,400 |
| Total | $1,570.00 |

#### External City Cost

| MnDOT Streetlight Software License | $6,000 |
| Total | $6,000.00 |

#### Total Estimated Cost

| Total Estimated Cost | $104,930.00 |
EXHIBIT B
**SEH Hourly Billable Rates – 2022**

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\(^{(1)}\) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022

SHORT ELLIOTT HENDRICKSON INC.
SEH Schedule of Expenses – 2022

Vehicle Mileage Rates
2022 IRS Rate ................................................................. TBD

Vehicle Allowance Costs
Resident Project Representative ........................................ $16.00/day
Survey and Field Vehicle .............................................. $4.50/hour + 2022 IRS mileage rate/mile

Survey Equipment
Robotic Total Station ..................................................... $30.00/hour
Global Positioning System (GPS) ....................................... $30.00/hour

Computer Equipment
Computer Charges per Direct Hour of Labor ................... $3.00/hour

Other Equipment Expenses
SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; 3-D printers; drones, and many others. Our equipment is frequently upgraded to utilize current technology.

You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

Identifiable Reproduction and Reprographic Costs (1) (2)

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(1) prices include operator time
(2) prices denote single-sided printing
(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.
Agenda Item
3. D. 4. Authorization to Sign Joint Powers Agreements with Minnesota Bureau of Criminal Apprehension (BCA) for Access to Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement, Resolution No. 22-016

Summary
The Minnesota Bureau of Criminal Apprehension (BCA) has drafted a proposed Joint Powers Agreement for cities utilizing the BCA’s various computer systems and tools available through the State’s criminal justice data communications network. The purpose of this Agreement is to renew the agreement that gives the City access to this network (via the Police Department) and to outline the requirements to obtain access and the limitations on the access.

Recommended Action
• Motion to adopt Resolution No. 22-016 Approving State of Minnesota Joint Powers Agreements with the City of Golden Valley on Behalf of the Police Department.
• Motion to approve Joint Powers Agreements with Minnesota Bureau of Criminal Apprehension (BCA) for Access to Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement

Supporting Documents
• State of Minnesota Joint Powers Agreement Criminal Justice Agency (6 pages)
• Court Data Services Subscriber Amendment to CJDN Subscriber Agreement (10 pages)
• Resolution No. 22-016 Approving State of Minnesota Joint Powers Agreements with the City of Golden Valley on Behalf of its City Attorney and Police Department (1 page)
This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the
Bureau of Criminal Apprehension ("BCA"), and the City of Golden Valley on behalf of its Police Department
("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as “Parties.”

Recitals
Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are
necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data
communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a).
The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the
terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of
data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access
data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and
tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement
1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minn.
Stat. § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties
2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice
Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is
authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.
The BCA offers three (3) methods of access to its systems and tools. The methods of access are:
A. Direct access occurs when individual users at the Governmental Unit use the Governmental Unit’s
equipment to access the BCA’s systems and tools. This is generally accomplished by an individual user
entering a query into one of BCA’s systems or tools.

B. Indirect Access occurs when individual users at the Governmental Unit go to another Governmental
Unit to obtain data and information from BCA’s systems and tools. This method of access generally
results in the Governmental Unit with indirect access obtaining the needed data and information in a
physical format like a paper report.

C. Computer-to-Computer System Interface occurs when the Governmental Unit’s computer exchanges
data and information with BCA’s computer systems and tools using an interface. Without limitation,
interface types include: state message switch, web services, enterprise service bus and message
queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these
methods to use BCA’s systems and tools as described in this Agreement. Governmental Unit will select a
method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI’s Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit’s employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS.

2.6 Access Granted.
   A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit’s written request for use of a specific system or tool.
   B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a
If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA’s transaction record meets FBI-CJIS requirements.

When Governmental Unit’s method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA’s request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit’s access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment
The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Six Hundred Thirty Dollars ($630.00) or a total annual cost of Two Thousand Five Hundred Twenty Dollars ($2,520.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA’s Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA’s systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives
The BCA’s Authorized Representative is the person below, or her successor:
Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party’s actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA’s liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit’s liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit’s books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit’s records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit’s records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit’s records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.
8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA’s systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, “Individual User” means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User’s access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User’s access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User’s access to systems or tools than that made by Governmental Unit and BCA’s determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA’s satisfaction. If Governmental Unit’s failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and
the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit’s Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue
Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination
11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days’ written notice to the other party’s Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party’s authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations
The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Shepard M. Harris

Signed: ________________________________

Title: Mayor, City of Golden Valley
(with delegated authority)

Date: FEBRUARY 15, 2022

Name: Timothy J. Cruikshank

Signed: ________________________________

Title: City Manager, City of Golden Valley
(with delegated authority)

Date: FEBRUARY 15, 2022

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: ________________________________

(Printed)

Signed: ________________________________

Title: ________________________________
(with delegated authority)

Date: ________________________________

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: ________________________________

Date: ________________________________
COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Golden Valley on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 202915, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. TERM; TERMINATION; ONGOING OBLIGATIONS. This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. Definitions. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an
Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. “Court Data Services” means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. “Court Records” means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. “Court Case Information” means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. “Court Confidential Case Information” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. “Court Confidential Security and Activation Information” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. “Court Confidential Information” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. “DCA” shall mean the district courts of the state of Minnesota and their respective staff.

e. “Policies & Notices” means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “Rules of Public Access” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled Limits on Public Access to Case Records or Limits on Public Access to
Administrative Records, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “Court” shall mean the State of Minnesota, State Court Administrator's Office.

h. “Subscriber” shall mean the Agency.

i. “Subscriber Records” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.
5. **GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

   a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber’s duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

   b. To take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber’s obligations under this Subscriber Amendment.

   c. To limit the use of and access to Court Confidential Information to Subscriber’s bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber’s bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

   d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

   e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber’s bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. **APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made
available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court’s licensors, and DCA will be irreparably harmed if Subscriber’s obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court’s licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court’s licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court’s licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court’s licensors, and DCA for reasonable attorneys fees incurred by the Court, Court’s licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M 0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber’s Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]
12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber’s Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber’s bona fide personnel or by means of Subscriber’s equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber’s logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber’s failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber’s bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment.
Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT’S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT’S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court’s licensors, or DCA. Neither Subscriber nor the Court, Court’s licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
19. **FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. **GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

---

1. **SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Shepard M. Harris

Signed: 

Title: Mayor, City of Golden Valley

Date: 02-15-2022

---

2. **DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: ____________________________ (PRINTED)

Signed: ____________________________

Title: ____________________________ (with delegated authority)

Date: ____________________________
Name: Timothy J. Cruikshank
Signed:_______________________________________
Title: City Manager, City of Golden Valley
Date: 02-15-2022

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By:_____________________________________________
Date:_________________________________________

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _________________________________________
(SPRINTED)
Signed: _______________________________________

Title: _________________________________________
(with authorized authority)
Date: _________________________________________
RESOLUTION NO. 22-016

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF GOLDEN VALLEY ON BEHALF OF ITS
CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Golden Valley on behalf of its Prosecuting Attorney and Police
Department desires to enter into Joint Powers Agreements with the State of Minnesota,
Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools
available over the State’s criminal justice data communications network for which the City is
eligible. The Joint Powers Agreements further provide the City with the ability to add, modify
and delete connectivity, systems and tools over the five year life of the agreement and
obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of
Minnesota acting through its Department of Public Safety, Bureau of Criminal
Apprehension and the City of Golden Valley on behalf of its Prosecuting Attorney and
Police Department, are hereby approved.

2. That the Interim Chief of Police, Scott Nadeau, or his successor, is designated the
Authorized Representative for the Police Department. The Authorized Representative is
also authorized to sign any subsequent amendment or agreement that may be required
by the State of Minnesota to maintain the City’s connection to the systems and tools
offered by the State.

3. That the Prosecuting Attorney, Nicole Appelbaum, or her successor, is designated the
Authorized Representative for the Prosecuting Attorney. The Authorized Representative
is also authorized to sign any subsequent amendment or agreement that may be required
by the State of Minnesota to maintain the City’s connection to the systems and tools
offered by the State.

4. That Shepard M. Harris, the Mayor for the City of Golden Valley, and Theresa Schyma,
the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the City Council of the City of Golden Valley, Minnesota this 15th
day of February, 2022.

____________________________
Shepard M. Harris, Mayor

Attested:

____________________
Theresa Schyma, City Clerk
Golden Valley City Council Meeting  
February 15, 2022

Agenda Item  
3. E. 1. Approve Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography

Prepared By  
Cheryl Weiler, Communications Director  
Sue Virnig, Finance Director

Summary  
Resolution No. 22-017 is for acceptance of donations received for photography services from Jan 1, 2022, through Feb 15, 2022. The total for in-kind donations from Stan Waldhauser Photography is $1,045.

Financial Or Budget Considerations  
None.

Recommended Action  
Motion to adopt Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography.

Supporting Documents  
• Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography
RESOLUTION NO. 22-017

RESOLUTION ACCEPTING THE IN-KIND DONATION OF $1,045 FROM STAN WALDHAUSER PHOTOGRAPHY

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

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

WHEREAS, the donation of professional photography services makes it possible for the City to more completely portray community life in City publications and productions;

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

$1,045

8 hours of photography and post-production

1 photo backdrop

Adopted by the City Council of Golden Valley, Minnesota this 15th day of February 2022.

___________________________________________________
Shepard M. Harris, Mayor

ATTEST:

___________________________________________________
Theresa Schyma, City Clerk
Agenda Item
3. F. Approval of 30 Day Extension for Filing of Final Plat - 6440 Wayzata Boulevard

Prepared By
Myles Campbell, Planner

Summary
Spire Credit Union, applicant in the subdivision action for property located at 6440 Wayzata Boulevard, has requested an extension of 30 days for the filing of the final plat with the County. On December 21, 2021, the City Council approved the final plat subdividing the lot in two. Per City Code, the final plat must be filed within 60 days of final approval, February 19, 2022. The City Code allows the City Council to grant an extension of this deadline at request of the applicant.

The applicant is in the midst of finalizing details for the purchase of the property from the current owner and given information from the county on what days they would accept the plat, are not sure they would be able to file before the February 19, 2022. A 30 day extension would establish a new deadline for filing on March 21, 2022 which should be ample time by their estimation to settle matters related to the purchase agreement. Staff is supportive of this extension, being of reasonable timeframe and for good reason.

Financial Or Budget Considerations
None

Recommended Action
Motion to approve an extension of 30 days for the filing of final plat for 6440 Wayzata Boulevard, establishing a new deadline to file of March 21, 2022.

Supporting Documents
- Final Plat (1 page)
Agenda Item
3. G. Approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority

Prepared By
Cherie Shoquist, Housing and Economic Development Manager

Summary
The League of Minnesota Cities provides a model resolution supporting the authority of local elected officials and city staff to make land use decisions in their community. Housing industry groups have recently attacked city land use tools such as zoning and planned use developments. They claim incorrectly that these basic regulatory functions are prohibiting the building of more affordable housing stock, when market factors such as labor costs, land, and materials are creating the market failures we see today. Land prices, materials supply and price, and labor costs are significant factors that inhibit the construction of affordable housing far more than zoning limitation. City permitting fees account for a tiny percent of construction costs. Tools, funding, and policies are needed to reduce these three main costs in order to increase housing supply, expand opportunities to access housing, and preserve long term affordability.

While it’s true that cities need flexibility to respond to local needs, we must acknowledge that some of these tools grew out of a desire to create “exclusivity” and that those practices should not be acceptable. Zoning and planned unit development are sometimes used to avoid approving projects that are “undesirable.” Our communities often pressure city councils to use these tools inappropriately to preserve exclusivity or act in the interest of the most vocal community members, rather than using available tools to create opportunity for all. We must prioritize life and safety and equitable access over aesthetics. Communities do not benefit by prioritizing aesthetic concerns over creating more housing options and affordable housing.

In recognition that systemic racism in housing occurs today, the following language is added to the League of Minnesota Cities’ model resolution:

Black, Indigenous, and other communities of color continue to face discrimination and lack of access to affordable housing and home ownership.
Local control through zoning regulation must also be more inclusive of Black Indigenous and People of Color populations by creating opportunities and resources for housing that is accessible at all affordability levels.

Dedicated funding for more affordable housing is needed to meet our affordable housing goals for all Minnesotans to be stably housed. Specifically, additional state funding for affordable housing.

**Background**
On January 18, 2022, the City Council adopted the 2022 State Legislative Priorities. Support of policy and financial tools that support both the preservation of naturally occurring affordable housing and construction of new affordable housing is included in the priorities. Additional resources needed for cities to address the unequal distribution of housing resources to advance diverse, inclusionary, and equitable housing opportunities is also included in the priorities.

**Financial Or Budget Considerations**
NA

**Recommended Action**
Motion to approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority

**Supporting Documents**
- Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority (2 pages)
RESOLUTION NO. 22-018

A RESOLUTION SUPPORTING HOUSING, AFFORDABLE HOUSING FUNDING,
AND LOCAL DECISION-MAKING AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, systemic racism in housing occurs today – Black, Indigenous, and other communities of color continue to face discrimination and lack of access to affordable housing and home ownership; and

WHEREAS, local control through zoning regulation must also be more inclusive of Black Indigenous and People of Color populations by creating opportunities and resources for housing that is accessible at all affordability levels; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, the tools and resources available to cities to preserve and develop affordable housing are insufficient; and

WHEREAS, dedicated funding for more affordable housing is needed to meet our affordable housing goals for all Minnesotans to be stably housed; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GOLDEN VALLEY that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

BE IT FURTHER RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, additional state funding for affordable housing, and community-specific solutions throughout Minnesota.
Adopted by the City Council of Golden Valley, Minnesota this 15th day of February, 2022.

____________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________
Theresa Schyma, City Clerk
Agenda Item
3. H. Approve Resolution No. 22-019 Supporting a Statewide First-Generation Homebuyers Down Payment Assistance Fund

Prepared By
Cherie Shoquist, Housing and Economic Development Manager

Summary
A statewide First-Generation Homebuyers Down Payment Assistance Fund will reduce the racial homeownership gap. It is well documented that Minnesota has one of the largest racial homeownership gaps in the country, and that for the gaps is continuing to grow.

Targeted assistance for first generation homebuyers is particularly effective for individuals who do not have access to generational wealth and ‘but for’ the assistance would not achieve homeownership. A first-generation homebuyer is defined as a buyer who hasn't owned a home in the last three years, and a buyer whose parent or legal guardian does not or did not at the time of their death own a home. Focusing on first-generation buyers reduce the homeownership gap as it is anticipated the majority of buyers participating in this program will be Black, Indigenous, and people of color.

Background
On January 18, 2022, the City Council adopted the 2022 State Legislative Priorities. Support of policy, programs and resources for affordable homeownership eligibility based on income, social vulnerability factors, and first-generation homebuyers is included in the priorities. Additional resources needed for cities to address the unequal distribution of housing resources to advance diverse, inclusionary, and equitable housing opportunities is also included in the priorities.

Financial Or Budget Considerations
NA

Recommended Action
Motion to approve the Resolution No. 22-019 Supporting a Statewide First-Generation Homebuyers Down Payment Assistance Fund

Supporting Documents
- Resolution No. 22-019 Supporting a Statewide First-Generation Homebuyer Down Payment Assistance Fund (1 page)
- First-Generation Homebuyers Down Payment Assistance Fund FAQ (2 pages)
RESOLUTION NO. 22-019

A RESOLUTION SUPPORTING A STATEWIDE FIRST GENERATION HOMEBUYER DOWN PAYMENT ASSISTANCE FUND

WHEREAS, Homeownership is vital to the strength of our economy and the vibrancy of our community; and

WHEREAS, Dedicated funding for more affordable homeownership opportunity is needed to meet our affordable housing goals for all Minnesotans to be stably housed; and

WHEREAS, Minnesota has one of the largest racial homeownership gaps in the country, and the gap is continuing to grow; and

WHEREAS, Additional resources are needed for cities to address the unequal distribution of housing resources to advance diverse, inclusionary and equitable housing opportunities throughout Minnesota; and

WHEREAS, Systemic racism in housing occurs today – Black, Indigenous, and other communities of color continue to face discrimination and lack of access to affordable home ownership; and

WHEREAS, Dedicated funding for down payment assistance for first generation homebuyers is needed for individuals who do not have access to generational wealth and ‘but for’ the assistance would not achieve homeownership.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GOLDEN VALLEY that this Council supports a statewide first generation down payment assistance fund for first generation homebuyers.

BE IT FURTHER RESOLVED that this Council supports housing policy that provides affordable homeownership assistance eligibility based on income, social vulnerability factors, and first generation homebuyers.

Adopted by the City Council of Golden Valley, Minnesota this 15th day of February, 2022.

____________________________
Shepard M. Harris, Mayor

ATTEST:

___________________________
Theresa Schyma, City Clerk
A statewide First-Generation Homebuyers Down Payment Assistance Fund will reduce the racial homeownership gap. Targeted assistance for first generation homebuyers is particularly effective for individuals who do not have access to generational wealth and ‘but for’ the assistance would not achieve homeownership.

Homeownership is vital to the strength of our economy and the vibrancy of our communities. But too many Minnesotans have been shut out of this dream. It is well documented that Minnesota has one of the largest racial homeownership gaps in the country, and that for the gaps is continuing to grow. Notably, Minnesota’s Black homeownership rate peaked in 1950. Nearly 70 years later, the ownership gap between White and Black households has more than doubled.

Down payment assistance can be an effective policy tool in reducing the homeownership gap, but only if funding is targeted, adequate enough to meet the need and easily accessible to consumers.

A targeted statewide approach, coupled with an investment of $170 million, will support 5,000 first-generation homebuyers over the next three years. The majority of households supported are likely to be Black, Indigenous and people of color (BIPOC).

Moving 5,000 Minnesota households into first-generation homeownership will shift our state’s racial homeownership gap national ranking six places—from the 5th largest disparity in the nation to the 11th largest.
Who is a first-generation homebuyer?
A first-generation homebuyer is:
· A buyer who hasn’t owned a home in the last three years, and
· A buyer whose parent or legal guardian does not or did not at the time of their death own a home.

How will focusing on first-generation buyers reduce the homeownership gap?
We anticipate that the majority of buyers participating in this program will be Black, Indigenous, and people of color (BIPOC). Moving 5,000 Minnesota households of color into homeownership will improve Minnesota’s homeownership racial equity measure by an estimated six ranking places compared to other states.

Why do we need this new program? How does this approach differ from existing down payment assistance?
Existing down payment assistance (DPA) programs are not designed with the needs of first-generation homebuyers in mind and create barriers for those buyers:
· Existing maximum loan amounts are too low. Programs don’t allow for reserving funds.
· Application and origination requirements and processes are inflexible and inefficient.
· Existing DPA resources are limited to a specific geography, are tied to specific mortgage products, or are only available in small pools that are highly competitive which severely limits access to homebuyers.
· DPA would be administered and originated by local organizations experienced in serving their communities.

Why will CDFIs and tribal entities be involved?
Community Development Financial Institutions (CDFIs), which include institutions such as some banks and credit unions, loan and venture capital funds, are adept at providing financial services specifically to those who lack access to traditional financing. Minnesota’s CDFIs are mission focused, with the experience, capacity, and flexibility to originate and close DPA loans. They have the relationships, connections, and trust in their communities to more effectively deploy funds. Similarly, Minnesota’s tribal entities are uniquely situated and prepared to support tribal members. Community based nonprofits with DPA experience may also participate.

The lead administrator, Midwest Minnesota Community Development Corporation (MMCDC), is a nonprofit CDFI providing housing, business and community development programming throughout Minnesota. They have proven experience in administering statewide mortgage, refinancing, and down payment assistance programs with an emphasis on serving lower income households. They are the parent company of a reservation-based bank and a Native CDC.

Who is behind this effort?
In 2020, the Minnesota Realtors® and the Minnesota Homeownership Center launched the Minnesota Down Payment Assistance Research Project with the goals of identifying ways to remove barriers facing homebuyers with limited savings and reducing the racial homeownership gap. This proposal also builds upon the work of the Homeownership Opportunity Alliance, a 100-member strong coalition.

An advisory group of non-profits, down payment assistance providers, lenders, and governments are providing input and leadership, including: City of Lakes Community Land Trust, the City of Minneapolis, Midwest Minnesota CDC, NeighborWorks Home Partners, Summit Mortgage Corporation, Three Rivers Community Action Partnership, Twin Cities Habitat for Humanity, US Bank and many others.

SUPPORTING ORGANIZATIONS
City of Lakes Community Land Trust
Homeownership Minnesota (HOM) Coalition
Housing First Minnesota
Midwest Minnesota Community Development Corporation
Minnesota Homeownership Center
Minnesota Realtors®
NeighborWorks Home Partners
Summit Mortgage Corporation
Twin Cities Habitat for Humanity
Agenda Item

Prepared By
Jeff Oliver, City Engineer
R.J. Kakach, Assistant City Engineer

Summary
As part of the Golden Valley Country Club Greenway Villas Development Project, a new plat is to be recorded in the northwest corner of the Golden Valley Country Club (GVCC) property. In reviewing the existing title work, staff discovered an existing sanitary sewer easement that does not align with the actual sanitary sewer pipe it withholds. The GVCC and Greenway Villas developer agreed to align the easement over the actual pipe as part of the Greenway Villas project. The existing easement will be vacated, and a new easement will be dedicated through the GVCC property.

A notice of public hearing regarding the proposed easement vacation was published and posted and letters were sent to the affected property owners. Staff sent a letter to all private utility companies requesting their review and comment, and there have been no objections to this easement vacation. Since the easements are not adjacent to a public water, notice to the Commissioner of Natural Resources is not required.

The notices were sent in January and at that time, the plat and new, correctly aligned easement were scheduled for approval at this Council meeting. However, the final plat and new easement are not ready for approval, therefore this item shall be tabled until a future meeting when the new easement and final plat are ready to be approved.

Attachments
Easement Vacation Exhibit (1 page)

Recommended Action
Motion to table the approval of the Sanitary Sewer Easement Vacation through the northwest corner of Golden Valley County Club property until approval of the new easement and final plat at a future council meeting.
EASEMENT DESCRIPTION:

That part of the easement described in Document Number 3043449 as filed in the Hennepin County, Minnesota
Recorders Office which lies within the Northeast Quarter of the Northwest Quarter, Section 32, Township 118, Range
21, except the north 33.00 feet and west 33.00 feet thereof.
Agenda Item

Prepared By
Jeff Oliver, City Engineer
R.J. Kakach, Assistant City Engineer

Summary
As part of the Golden Valley Country Club Greenway Villas Development Project, a new plat is to be recorded in the northwest corner of the Golden Valley Country Club (GVCC) property. In reviewing the existing title work, a street, trail, and utility easement exists today along Pennsylvania Avenue in an area that is to be platted as right of way as part of the GVCC Greenway Villas project. As part of the platting process, there is no longer a need for this easement as it will be dedicated as right of way.

A notice of public hearing regarding the proposed easement vacation was published and posted and letters were sent to the affected property owners. Staff sent a letter to all private utility companies requesting their review and comment, and there have been no objections to this easement vacation. Since the easements are not adjacent to a public water, notice to the Commissioner of Natural Resources is not required.

The notices were sent in January and at that time, the final plat was scheduled for approval at this Council meeting. However, the final plat is not ready for approval and therefore this item shall be tabled until a future meeting when the final plat is ready to be approved.

Attachments
Easement Vacation Exhibit (1 page)

Recommended Action
Motion to table the approval for the street, trail, and utility easement vacation along Pennsylvania Avenue at the northwest corner of Golden Valley County Club property until approval of the final plat.
EASEMENT DESCRIPTION:

All those parts of the easements described within Document Numbers 7389865, 7361249 and 7361249, as filed in the Hennepin County, Minnesota, lying within the bounds of the plat of GREENWAY VILLAS PUD NUMBER 126, according to the recorded plat thereof.
Agenda Item
6. A. COVID-19 Update and Consideration of Resolution Ending Local Emergency and COVID-19 Mask Mandate

Prepared By
Maria Cisneros, City Attorney

Summary
On January 11, 2022, the Mayor declared a local emergency related to the COVID-19 pandemic. The City Council, by resolution, extended that local emergency on the same day and passed Emergency Regulation No. 22-01 (Resolution No. 22-008) requiring masks in places of public accommodation (the “Mask Mandate”). At the February 2 City Council meeting, and in light of positive trends in COVID-19 case data, the Council asked staff to prepare for its consideration the attached resolution ending the local emergency and Mask Mandate.

Financial or Budget Considerations
Not Applicable

Recommended Action
If Council wishes to end local emergency and Mask Mandate: Motion to adopt Resolution No. 22-020 terminating the local emergency and rescinding Resolution No. 22-008.

Supporting Documents
• Resolution No. 22-020
RESOLUTION NO. 22-020
CITY OF GOLDEN VALLEY TERMINATING LOCAL EMERGENCY AND
RESCINDING RESOLUTION 22-008

WHEREAS, on January 11, 2022, the Mayor of the City of Golden Valley found that the world health pandemic caused by the novel coronavirus and resulting COVID-19 disease threatened the health, safety, and welfare of the members of the Golden Valley community, would impact City operations, and continues to cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public; and

WHEREAS, on January 11, 2022, the Mayor declared that the situation was a local emergency; and

WHEREAS, on January 11, 2022, the City Council recognized and extended the local emergency; and

WHEREAS, on January 11, 2022, at the City Council passed Emergency Regulation No. 22-01 (Resolution No. 22-008) requiring individuals over the age of two and able to medically tolerate a face covering to wear a face covering when in indoor spaces of public accommodation in the City of Golden Valley; and

WHEREAS, the City Council finds that, while the Centers for Disease Control still classify the outbreak as a pandemic, significant progress has been made toward the containment of the COVID-19 pandemic, including widespread access to vaccination for adults and children 12 years and older, and there is no longer a need for a local emergency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA:

1. Effective February 15, 2022, the City Council of the City of Golden Valley ends the local emergency declared on January 11, 2022.

2. Effective February 15, 2022, the City Council terminates Emergency Regulation No. 20-01 promulgated under the local emergency and rescinds Resolution No. 22-008.

Passed by the City Council of the City of Golden Valley, Minnesota this 15th day of February, 2022.

____________________________
Mayor

Attested:

____________________________
City Clerk
<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
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<tbody>
<tr>
<td><strong>FEBRUARY</strong></td>
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<tr>
<td><strong>Thursday, February 17</strong></td>
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<tr>
<td>City Council and Staff Training - Interview Panels</td>
<td>5:00 PM - 6:00 PM</td>
<td>Virtual Training</td>
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<tr>
<td>Building An Equitable Golden Valley Quarterly Conversation: Black History Month</td>
<td>6:00 PM - 7:15 PM</td>
<td>Virtual Event</td>
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<tr>
<td><strong>Monday, February 21</strong></td>
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<tr>
<td>City Offices Closed for Observance of Presidents' Day</td>
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<td><strong>Tuesday, February 22</strong></td>
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<tr>
<td>City Council Annual Joint Meeting with Boards/Commissions</td>
<td>6:30 PM</td>
<td>Hybrid - Brookview - Valley Room</td>
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<td><strong>Wednesday, February 23</strong></td>
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<tr>
<td>Open House: 2023 Pavement Management Program (PMP)</td>
<td>4:30 PM - 7:00 PM</td>
<td>In-Person Brookview Bassett Creek South Room</td>
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<td><strong>Thursday, February 24</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid</td>
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<tr>
<td>Public Open House: Meet &amp; Greet Police Chief Finalist Candidates</td>
<td>5:00 PM - 7:00 PM</td>
<td>Brookview - Bassett Creek Room</td>
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<td><strong>Saturday, February 26</strong></td>
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<tr>
<td>Hopkins Education Foundation's Royal Bash</td>
<td>6:00 PM</td>
<td>Marriott Minnetonka Southwest 5801 Opus Pkwy</td>
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<td><strong>Sunday, February 27</strong></td>
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<tr>
<td>West Metro Home Remodeling Fair</td>
<td>9:30 AM – 2:00 PM</td>
<td>Eisenhower Community Center 1001 MN-7, Hopkins, MN</td>
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<td><strong>MARCH</strong></td>
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<tr>
<td><strong>Tuesday, March 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special City Council Meeting (Commissioner Interviews)</td>
<td>5:00 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Thursday, March 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open House: Medley Park Storm Improvement</td>
<td>5:00 PM - 7:30 PM</td>
<td>In-Person Brookview Bassett Creek South Room</td>
</tr>
<tr>
<td><strong>Friday, March 4</strong></td>
<td></td>
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<tr>
<td>State of the City</td>
<td>3:00 PM</td>
<td>Under Pressure Brewing 8806 7th Ave N</td>
</tr>
<tr>
<td><strong>Tuesday, March 8</strong></td>
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<tr>
<td>Robbinsdale Area Schools Empty Bowls Event</td>
<td>4:00 PM - 7:00 PM</td>
<td>Robbinsdale Cooper High School 8230 47th Ave, New Hope</td>
</tr>
<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Sunday, March 13</strong></td>
<td></td>
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<tr>
<td>Winter Market in the Valley (Indoors)</td>
<td>10:00 AM – 1:00 PM</td>
<td>Brookview Bassett Creek Room</td>
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<tr>
<td><strong>Tuesday, March 15</strong></td>
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<tr>
<td>HRA Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Thursday, March 24</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid</td>
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<tr>
<td><strong>APRIL</strong></td>
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<tr>
<td><strong>Tuesday, April 5</strong></td>
<td></td>
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<tr>
<td>Special City Council Meeting (Commissioner Interviews) (Tentative)</td>
<td>5:00 PM - 6:15 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Saturday, April 9</strong></td>
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</tr>
<tr>
<td>Seven Dreams Education Foundation “Bird Bash”</td>
<td>5:00 PM</td>
<td>Marriott Northwest 7025 Northland Drive N, Brooklyn Park</td>
</tr>
</tbody>
</table>