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 2461 860 7225. 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 2461 860 7225. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance
   B. Roll Call

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
      1. Regular Meetings of 2021 – November 16 and December 21
      2. Special Meetings of 2022 – January 25, February 15 and 22
   B. Approval of Check Register
   C. Licenses:
      1. Approve General Business License - Fireworks Sales
      2. Approve Gambling License Exemption and Waiver of Notice Requirement – Sons of the American Legion Post 523
   D. Boards, Commissions, and Task Forces:
      1. Approve Appointment to the Diversity, Equity, and Inclusion Commission
      2. Accept Resignation from Planning Commission

March 1, 2022 – 6:30 pm
Council Chambers
Hybrid Meeting
E. Bids, Quotes, and Contracts:
   1. Award Contract and Authorize Construction Agreement with Allied Blacktop Company for the 2022 Fog Sealing Project #22-10 22-47
   2. Approve Verizon Antenna Lease Agreement Amendment #1 48-61
   3. Approve First Amendment to the Professional Services Agreement with Landscapes Unlimited, LLC for the Brookview Golf Course Irrigation Replacement Project 62-64
   F. Approve Resolution No. 22-021 Providing For the Competitive Negotiated Sale of $4,150,000 General Obligation Improvement Bonds, Series 2022A 65-71

4. Public Hearing
   A. Golden Valley Country Club Greenway Villas Development Project
      1. Continuation of Public Hearing to Vacate a Portion of the Sanitary Sewer Easement through Northwest Corner of Golden Valley County Club Property 72
      2. Continuation of Public Hearing to Vacate Street, Trail, and Utility Easement Along Pennsylvania Avenue at Northwest Corner of Golden Valley County Club Property 73

5. Old Business

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. Review of Council Calendar 74
   B. Mayor and Council Communications
      1. Other Committee/Meeting updates

7. Adjournment
City Council

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

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, and Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, City Attorney Cisneros, Equity and Inclusion Manager Zackery, City Planner Campbell, and Planning Manager Zimmerman

   C. Presentation – Hennepin County District Court Update with Chief Judge Toddrick Barnette

      Mayor Harris introduced Chief Judge Toddrick Barnette who provided information about the work being done in Hennepin County Courts and was available for questions from the Council.

2. Additions and Corrections to Agenda

   No additions or corrections to the agenda were noted.

3. Consent Agenda

   Motion by Rosenquist, Second by Fonnest to approve the Consent Agenda as revised:
   removal of Item #3D - Approval of Resolution No. 21-90 Updating the City's Equity Plan and Item #3E - Receive and File Just Deeds Inaugural Annual Report.

   Motion carried 5-0.

   A. Approval of City Check Register
   B. Approval of Resolution No. 21-88 Relating to the Financing of City’s 2023 Lindsay Street Reconstruction
   C. Approval of One-Year Extension of Zoning Code Variance for 1109 Winnetka Ave N
   D. Approval of Resolution No. 21-90 Updating the City's Equity Plan
   E. Receive and File Just Deeds Inaugural Annual Report
3. **Items Removed From the Consent Agenda:**

3D. **Approval of Resolution No. 21-90 Updating the City's Equity Plan**

Equity and Inclusion Manager Zackery presented the City’s updated Equity Plan and was available for questions from the Council.

**Motion by M. Harris, Second by Sanberg** to approve Resolution No. 21-90 updating the City’s Equity Plan.

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

3E. **Receive and File Just Deeds Inaugural Annual Report**

Equity and Inclusion Manager Zackery, City Attorney Cisneros, and Deputy City Manager/Human Resources Director Santelices presented the report.

**Motion by Sanberg, Second by M. Harris** to Receive and File the Just Deeds Inaugural Annual Report.

**Motion carried 5-0.**

4. **Public Hearing**

A. **Public Hearing - 6440 Wayzata Boulevard, Spire Credit Union**

1. **Preliminary Plan for Subdivision**

2. **Ordinance No. 723, Conditional Use Permit No. 171 to Allow a Financial Institution With a Drive-Through**

City Planner Campbell presented the report.

Applicants Pat McCann, Facilities Director at Spire Credit Union, and Josh Longo, Senior Project Manager - HTG Architects, were present and available for questions.

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

**Motion by Fonnest, Second by M. Harris** to approve the proposed minor subdivision of 6440 Wayzata Boulevard subject to the following conditions:

1. The City Attorney will determine if a title review is necessary prior to approval of the final plat.
2. Easement agreements for utilities and shared private access shall be recorded prior to release of the final plat.
3. A park dedication fee of $118,440 shall be paid prior to the release of the final plat by the City.

Motion carried 5-0.

Motion by M. Harris, Second by Rosenquist to approve Ordinance No. 723, Conditional Use Permit No. 171 allowing a drive-through financial institution at 6440 Wayzata Boulevard subject to the following conditions:
   1. The plans by submitted by HTG Architects on September 24, 2021, and updated October 27, 2021, shall become a part of this approval.
   2. The recommendations of the Golden Valley Fire Chief shall be incorporated into the site and building plans for permitting.
   3. A snow storage management plan shall be submitted with building permit materials.

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

B. Public Hearing – 6300 Olson Memorial Highway, United Properties
   1. Amendment to Future Land use Map, Resolution No. 21-89
   2. Amendment to Zoning Map, Ordinance No. 724
   3. Preliminary Plan for Subdivision

Planning Manager Zimmerman discussed the proposal and stated the applicant has requested to postpone the public hearing to the December 7, 2021 Council Meeting to allow for the applicant to be in attendance to answer any questions from the Council.

Mayor Harris discussed the current proposal and stated that he has concerns regarding the use of the property.

Motion by Rosenquist, Second by Sanberg to open the public hearing, continue the hearing to December 7, 2021, and table consideration of Ordinance No. 724.

Motion carried 5-0.

5. Old Business

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. Review of Council Calendar
Mayor Harris reviewed upcoming city meetings, events, and holiday closures.

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

7. Adjournment

Motion by M. Harris, Second by Rosenquist to adjourn the meeting at 8:52 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 6:30 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 Nevinski, Equity and Inclusion Manager Zackery, City Planner Campbell, Communications Director Weiler, Graphic Designer Gates, Planning Manager Zimmerman, Interim Police Chief Nadeau, Police Commander White, Parks and Recreation Director Birno, and City Clerk Schyma

   C. Recognition of Outgoing Council Member Fonnest

      City Manager Tim Cruikshank presented Council Member Fonnest with gifts of appreciation from the City.

      Council Member Fonnest talked about representing the residents of Golden Valley and the projects he is most proud of that were accomplished while on the City Council. He thanked his husband, family, friends, staff, supporters, and voters for allowing him the pleasure to serve the City for the past eight years.

   D. Adopt Resolution No. 21-100 Declaring a Climate Emergency Impacting the Environment, Economy, and Human Health

      Environmental Resources Supervisor Eric Eckman presented the report.

      Motion by Fonnest, Second by Sanberg to adopt Resolution No. 21-100 Declaring a Climate Emergency Impacting the Environment, Economy, and Human Health

      Motion carried 5-0 with unanimous approval. (In Favor: Fonnest, M. Harris, S. Harris, Rosenquist, Sanberg. Opposed: N/A)
E. Presentation of the New City Website

Communications Director Cheryl Weiler and Graphic Designer Danii Gates provided a presentation of the new website.

2. Additions and Corrections to Agenda

Item # 3M3 - Actions for Olin Parcels: Approve New Trail Easement Lot 3 was removed from the agenda as action on this item was no longer needed.

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

Motion carried 5-0.

3. Consent Agenda

Motion by Sanberg, Second by Rosenquist to approve the Consent Agenda as revised: removal of Item #3E1 - Receive and File Annual Grants Report and Item #3G - Receive and File Municipal Facilities Study Final Report.

Motion carried 5-0.

A. Approval of City Check Register
B. Licenses:
   1. Gambling License Exemption and Waiver of Notice Requirement – Chester Bird American Legion 523
   2. Approve 2022 Cigarette/Tobacco License Renewals
   3. Approve 2022 Therapeutic Massage Facility License Renewals Pending Satisfactory Background Investigations
C. Boards, Commissions, and Task Forces:
   1. Accept Resignation from the Human Services Commission
D. Bids, Quotes, and Contracts:
   1. Approve Custodial Services Agreements:
      a. Award City Hall Campus Cleaning Contract with Fresh Touch, LLC
      b. Award Brookview Cleaning Contract with Stratus Building Solutions
   2. Approve Purchase of Three Police Vehicles from Tenvoorde Ford, Inc.
   3. Approve Purchase of a Tandem Axle Dump Truck
   4. Approve Purchase of an Equipment Trailer from RDO Equipment Co.
   5. Authorize Waste Delivery Agreement with Hennepin County
6. Approve Joint Powers Agreement with Hennepin County for a 911 Embedded Social Worker Program
7. Approve Five Year Contract for Body-Worn Camera Technology with Watchguard Video in a Form Approved by the City Attorney
8. Approve Purchase of Portable Computers for Squad Cars from Guardian Fleet Safety
9. Approve Professional Services Agreement with Bolton and Menk, Inc. for Glenwood Avenue Watermain Rehabilitation Project No. 21-06

E. Grants and Donations:
   1. Receive and File Annual Grants Report
   3. Adopt Resolution No. 21-102 Accepting Donations for Ongoing Programs
   4. Adopt Resolution No. 21-103 Accepting a Donation of $50 and two books from LDI
   5. Approve Resolution No. 21-104 Accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act (ARPA)
   6. Approve Resolution No. 21-105 Resolution Allocating American Rescue Plan Act (ARPA) Monies for Tourism
   7. Approve Resolution No. 21-106 Allocating American Rescue Plan Act (ARPA) funds to Brookview Facility
   8. Adopt Resolution No. 21-107 to Execute Hennepin County Residential Recycling Grant Agreement

F. Approve 2022 City Calendar and Meeting Dates

G. Receive and File Municipal Facilities Study Final Report

H. Adopt the Stable Tenant and Renter (STAR) Program 2021 COVID-19 Participation Requirements and Fee Reductions, Resolution No. 21-108

I. Adopt the Stable Tenants and Renters (STAR) Program Policy, Resolution No. 21-109

J. Adopt Resolution No. 21-110, Approving Allocation of Contingency Budget

K. Adopt Resolution No. 21-111 Approving Participation in Opioid Litigation Settlements

L. Adopt Resolution No. 21-112 Approving the License Reinstatement Diversion Program and Approving a Driving Diversion Program Services Agreement with Diversion Solutions, LLC

M. Actions for Olin Parcels:
   1. Approve Resolution No. 21-113 to Accept Donation of Deed for Basin (6920 Glenwood Ave)
   2. Approve Amended Subdivision Agreement Relocation Trail Easement
   3. Approve New Trail Easement Lot 3 (removed from agenda)

N. Approve Resolution No. 21-114 Adopting the 2022 Compensation Grid and Classification Table

O. Adopt Resolution No. 21-115, Approval of Plat – Spire Golden Valley Addition, 6440 Wayzata Boulevard

P. Approve Resolution No. 21-116 Adopting Amendment to Employee Handbook
3. **Items Removed From the Consent Agenda:**

   **3E1. Receive and File Annual Grants Report**

   Planner Myles Campbell presented the report and discussed how these sources of funding play a large role in the City’s operations, off-setting overall expenditures and often allowing additional opportunities for staff training, funding for large-scale public improvements, and to bring in specialists to assist on projects.

   **Motion by Fonnest, Second by M. Harris** to Receive and File the Annual Grant Funding Update.

   Motion carried 5-0.

   **3G. Receive and File Municipal Facilities Study Final Report**

   Physical Development Director Nevinski and Bruce Schwartzman, BKV Group, presented the report.

   **Motion by Sanberg, Second by Rosenquist** to Receive and File the Municipal Facilities Study.

   Motion carried 5-0.

4. **Public Hearing**

   **A. Public Hearing - Approving Vacation of Trail Easement in Olin Woods Addition, Resolution No. 21-117**

   Physical Development Director Nevinski 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 Sanberg** to adopt Resolution No. 21-117 Vacating the Trail Easement between Lots 1 and 2, Olin Woods Addition.

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

   **B. Public Hearing - Zoning Text Amendments - Establish the Allowed Uses by Zoning District in a Summary Table Format for Ease of Use, Ordinance No. 728 and Resolution No. 21-118**

   Planning Manager Jason Zimmerman 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 adopt Ordinance No. 728, Amending Chapter 113: Zoning in order to Establish the Allowed Uses by Zoning District in a Summary Table Format for ease of Use.

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

**Motion by Sanberg, Second by Rosenquist** to adopt Resolution No. 21-118, Authorizing Summary Publication of Ordinance No. 728.

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

**C. Public Hearing – Zoning Map Amendments – Rezoning Certain Properties in the Institutional Zoning District to Reflect New Sub-classification, Ordinance No. 729 and Resolution No. 21-119**

Planning Manager Zimmerman presented the report.

Mayor Harris opened the public hearing.

Paula Bugen, 1784 Maryland Avenue North, stated her concerns with having cemeteries in the same district and near schools.

Mayor Harris closed the public hearing.

**Motion by M. Harris, Second by Fonnest** to adopt Ordinance No. 729, rezoning Certain Properties in the Institutional Zoning District to Reflect New-Sub-classification.

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

**Motion by Rosenquist, Second by Sanberg** to adopt Resolution No. 21-119, Authorizing Summary Publication of Ordinance No. 729.

**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. 730 Amending City Code Chapter 103 Authorizing the City to Complete Plumbing Plan Review**

   Physical Development Director Marc Nevinski presented the staff report and was available for questions of the Council.

   **Motion by Fonnest, Second by M. Harris** to adopt First Consideration of Ordinance No. 730, Amending Section 103-1: Building Code Adopted; and Adding Section 103-1.5: Plumbing, Plans and Inspections.

   **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 approve Modifications to the Environmental Commission Bylaws.

   **Motion carried 5-0**.

   **B. Second Consideration of Ordinance No. 726, Amending City Code Chapter 2 to Modify the Composition of the Environmental Commission and Approval of Modifications to the Environmental Commission Bylaws**

   Physical Development Director Marc Nevinski presented the staff report and was available for questions of the Council.

   **Motion by Fonnest, Second by Sanberg** to adopt Second Consideration of Ordinance No 726 deleting in its entirely City Code Chapter 2 Administration, Article V. Boards and Commission, 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)

   **Motion by Rosenquist, Second by M. Harris** to approve Modifications to the Environmental Commission Bylaws.

   **Motion carried 5-0**.

   **C. Second Consideration of Ordinance No. 727, Amending the City Code to Establish a Public Land Disposition Procedure and Approval of Resolution No. 21-120 Authorizing Summary Publication of the Ordinance**

   Planning Manager Zimmerman and Equity and Inclusion Manager Zackery presented the report.
Ruth Paradise, 8515 Duluth Street, stated that she supports affordable housing and asked about the notification process.

**Motion by M. Harris, Second by Sanberg** to adopt Second 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)

**Motion by Rosenquist, Second by Sanberg** to approve Resolution No 21-120 Authorizing summary publication of Ordinance No 727.

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

D. **Review of Council Calendar**

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

E. **Mayor and Council Communications**
   1. Other Committee/Meeting updates

7. **Adjournment**

**Motion by Fonnest, Second by Rosenquist** to adjourn the meeting at 9:26 pm.

**Motion carried 5-0.**

______________________________
Shepard M. Harris, Mayor

ATTEST:

______________________________
Theresa J. Schyma, City Clerk
Council Strategic Planning Session Minutes

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting.

Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg

Staff: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, City Attorney Cisneros, Communications Director Weiler, and staff liaisons for City commissions, Finance Director Virnig, Fire Chief Crely, Parks & Recreation Director Birno, Physical Development Director Nevinski, Public Works Director Kieffer, and Interim Police Chief Nadeau.

Mayor Harris started the meeting at 6:00 pm.

Council and staff worked through a process to determine direction and action steps for 2022.

The meeting was adjourned at 10:45 pm.

_______________________________
Shepard M. Harris, Mayor

ATTEST:

_______________________________
Theresa Schyma, City Clerk
SPECIAL CITY COUNCIL MEETING MINUTES

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting.

Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg

Staff present: City Manager Cruikshank and City Clerk Schyma

1. Commissioner Interviews

The Golden Valley City Council interviewed the following candidates for appointments to various boards and commissions:

- Kari Cantarero
- Roslyn Harmon
- Jim Leighton
- Jonas Courneya
- Lee Thoresen

2. Adjournment

The Council adjourned by unanimous consent at 6:15 pm.

________________________

Shepard M. Harris, Mayor

ATTEST:

________________________

Theresa Schyma, City Clerk
MINUTES OF THE JOINT MEETING OF THE COUNCIL AND BOARDS AND COMMISSIONS

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting.

Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg

Also Present: Members from the following commissions were in attendance - Board of Zoning Appeals, Diversity Equity and Inclusion Commission, Environmental Commission, Human Services Commission, Open Space and Recreation Commission, Planning Commission, and Police Employment, Accountability & Community Engagement (PEACE) Commission

Staff: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, and staff liaisons for City commissions

Mayor Harris started the joint meeting at 6:00 pm.

The joint meeting involved a presentation and discussion on topics that included:

- Welcome & Purpose
- City Council Messages
- Relationship Building
- Board & Commission Updates
- Council 2022 Action Steps

The joint meeting ended at 8:00 pm.

_________________________________
Shepard M. Harris, Mayor

ATTEST:

_________________________________
Theresa 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:
- 02-18-22 Check Register
- 02-22-22 Check Register
Golden Valley City Council Meeting  
March 1, 2022  

Agenda Item  
3. C. 1. General Business Licenses - Fireworks Sales  

Prepared By  
John Crelly, Fire Chief  

Summary  
The following establishment has applied for renewal of their fireworks sales license for the 2022-2023 license term. The applicant has met City Code requirements for the renewal of their license and staff is recommending approval.  

   Fireworks Sales  
   Menard’s  
   6800 Wayzata Boulevard  
   Received license fee of $100  

Financial Or Budget Considerations  
Not applicable  

Recommended Action  
Motion to authorize the renewal of the above fireworks sales license for a period of May 1, 2022 through April 30, 2023.  

Supporting Documents  
Not Applicable
Agenda Item
3. C. 2. Gambling License Exemption and Waiver of Notice Requirement – Sons of the American Legion Post 523

Prepared By
Theresa Schyma, City Clerk

Summary
The Sons of the American Legion Post 523 have applied for a Gambling License Exemption to conduct gambling (raffle) for an event at the Chester Bird American Legion Post 523, 200 Lilac Drive North, on April 8, 2022.

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

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to receive and file the gambling license exemption and approve the waiver of notice requirement for the Sons of the American Legion Post 523 to conduct gambling (raffle) for an event at the Chester Bird American Legion Post 523, 200 Lilac Drive North, on April 8, 2022

Supporting Documents
N/A
Golden Valley City Council Meeting
March 1, 2022

Agenda Item

Prepared By
Tara Olmo, Assistant to the City Manager’s Office

Summary
During the special meetings on February 15, 2022, and March 1, 2022, interviews were held to appoint a new Diversity, Equity, and Inclusion (DEI) Commissioner. The Council will consider the 11 applicants for the one vacancy on the DEI Commission. The term of the appointment is set to expire April 30, 2023.

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to appoint the applicant to the Diversity, Equity, and Inclusion Commission.
Agenda Item

Prepared By
Tara Olmo, Assistant to the City Manager’s Office

Summary
Commissioner Rich Baker has submitted their resignation from the Planning Commission.

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to accept the resignation of Rich Baker from the Planning Commission effective immediately.
Agenda Item
3. E. 1. Award Construction Contract for 2022 Fog Sealing Project #22-10

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

Summary
In 2012, the City of Golden Valley suspended all chip seal projects in Golden Valley as evidence of pavement delamination on chip sealed streets became more evident. Chip sealing is a pavement preservation process in which small granite rocks are spread over an asphalt emulsifier to seal the pavement and postpone future deterioration. In an effort to continue to preserve our asphalt pavements, staff has begun various pilot projects using newer technologies to determine the most cost-effective long-term solution to pavement preservation.

One such alternative is a fog seal. An asphalt pavement fog seal consists of a light application of diluted, slow setting asphalt emulsion or rejuvenator, similar to a chip seal, but does not use an aggregate cover. Studies have shown that application of pavement preservation products on newer streets tends to last longer than preservatives on older pavement. The inaugural Golden Valley fog seal project was performed in 2019 on the 2017 PMP area, located just north of Lakeview Park. The results over the past few seasons have staff excited about using this pavement preservation process moving forward. So much so that staff is proposing to expand the project area for 2022. The 2022 Asphalt Pavement Fog Sealing Project is located in the following neighborhoods:

- 2019 PMP
- Breck School
- Zenith and Manor Area

All of these neighborhoods were recently reconstructed or overlaid, which makes them good candidates for a fog seal rejuvenation. Quotes for the 2022 Asphalt Pavement Fog Sealing Project, City Improvement Project No. 22-10 were requested and received on February 18, 2022. The following quotes were received:
Allied Blacktop Company $49,106.50
Pearson Brothers $64,434.00
Astech Corporation $79,036.00

The quotes were reviewed, found to be accurate, in order, and within the budget allotted for 2022.

Financing
The financing for this contract is summarized below:

Funding for this project is in the 2022 Street Maintenance Budget (1440.6440) which includes $215,500 for miscellaneous contractual street maintenance such as striping, concrete shaving, pavement preservation and crack sealing.

It is expected that construction will begin as weather permits in the summer of 2022. Each area will take a few days to complete.

Recommended Action
Motion to authorize the Mayor and City Manager to execute a construction agreement with Allied Blacktop Company in the form approved by the City Attorney for the 2022 Fog Sealing Project #22-10 in the amount of $49,106.50.

Supporting Documents
- Location map (3 pages)
- Contract with Allied Blacktop Company (21 pages)
Fog Seal

Other Streets

- Blue: Area 3: 3.69 Miles
- Orange: MnDOT Highway
- Green: Catch Basin (99)
- Yellow: Hennepin County Street
- Grey: Other Street

Print Date: 12/30/2021
Sources:
- Hennepin County Surveyors Office for Property Lines (2021).
- City of Golden Valley for all other layers.

2022 Fog Seal
Area 3 of 3
CONTRACT FOR 2022 FOG SEAL PROJECT
CITY OF GOLDEN VALLEY PROJECT NUMBER 21-10

THIS AGREEMENT is made this first day of March, 2022 (the “Effective Date”) by and between Allied Blacktop Company, an asphalt maintenance company located at 10503 89th Avenue North, Maple Grove, Minnesota 55369 (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

A. Contractor is engaged in the business of asphalt pavement fog sealing.

B. The City desires to hire Contractor to furnish and apply a fog sealant.

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

D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

AGREEMENT

1. The Work. Contractor shall perform the work more fully described in the attached Exhibit A (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached Exhibit B.

2. Time for Completion. The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s engineer Monday through Thursday, between June 15th, 2022 and August 31, 2022 the “Contract Time”). Contractor shall to notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.

3. Consideration. The consideration, which the City shall pay to Contractor according to the details set forth in the attached Exhibit C. The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.
4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor’s own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

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

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

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

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

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

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

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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

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

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

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

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

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

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

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties’ obligations hereunder, unless terminated
by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

a. The parties, by mutual written agreement, may terminate this Agreement at 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 Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

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

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

15. 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.

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

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

a. Worker’s Compensation Insurance as required by Minnesota Statutes, section 176.181;
b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than $1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

c. Commercial General Liability in an amount of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 for products-completed operations hazard, providing coverage for claims including:

   i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

   ii. Personal and advertising injury;

   iii. Damages because of physical damage to or destruction of property, including loss of use of such property;

   iv. Bodily injury or property damage arising out of completed operations; and

   v. Contractor’s indemnity obligations under this Agreement.

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

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

19. **Monetary Securities.** Prior to Commencement of the Work, Contractor shall make, execute and deliver to the City a certified or cashier’s check in a form acceptable to the City, in the sum of five (5) percent of the total amount of the base proposal payable to the City as a guaranty that the Contractor will complete the Work. Said securities shall secure the faithful performance of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

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

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

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

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

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

25. **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.

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

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

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

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

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

31. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is Assistant City Engineer, or designee. Contractor’s authorized agent for purposes of administration of this contract is M. Dolecki, or designee who shall perform or supervise the performance of all Work.

32. **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:

**CONTRACTOR**  
Allied Blacktop Company  
10503 89th Avenue North  
Maple Grove, MN 55369  
p.capistrant@alliedincmn.com  
763-425-0575

**THE CITY**  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427  
rkakach@goldenvaleymn.gov  
763.593.8043
or such other contact information as either party may provide to the other by notice given in accordance with this provision.

33. **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.

34. **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.

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

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

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

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

38. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (pdf) and signatures appearing on electronic mail instruments shall be treated as original signatures.
39. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

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

ALLIED BLACKTOP COMPANY:

By: _________________________________
Name: Peter Capistrant
Title: President

CITY OF GOLDEN VALLEY:

By: _________________________________
Shepard M. Harris, Mayor

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

The Work will consist of furnishing & installing bituminous fog seal over the existing bituminous pavement within the project boundaries in accordance with this specification. Contractor shall provide certification that the sealant meets the requirements of MNDOT Standard Specification 2355.

The Location Map herein Exhibit A identifies roadways that will receive a fog seal treatment with the 2022 project.

Prior to the start of the fog seal operation, a field meeting with Contractor personnel and City staff is required to discuss traffic control requirements and the application rate. The application rate of the bituminous CSS-1H shall be at 0.10 gallons per square yard and within application temperatures between 100-140 degrees Fahrenheit. The application shall produce 100% coverage of the surface. One lane of traffic must be passable for vehicles at all times. DO NOT allow traffic on the fog sealed surface until after the bituminous material has set and will not pick up on vehicle tires.

This work will consist of constructing a fog seal on a prepared surface as shown on the plans. Contractor shall provide certification that the sealant meets the requirements of MnDOT Standard Specification 2355. A copy of the manufacturer’s recommendations pertaining to the heating and application of the fog sealant shall be submitted to the Engineer prior to commencement of work. These recommendations shall be adhered to and followed by Contractor.

The temperature of the sealer in the field application equipment shall never exceed the safe heating temperature recommended by the manufacturer. Any given quantity of material shall not be heated at the pouring temperature for more than six (6) hours and shall never be reheated. Sealing shall not proceed if the temperature of the material has not reached or has fallen below the manufacturer’s recommended minimum application temperature.

Mixing of different manufacturer’s brands or different types of sealant shall be prohibited.

Sealant materials may be placed during a period of rising temperature after the air temperature in the shade and away from artificial heat has reached 60° F and indications are for a continued rise in temperature.

During a period of falling temperature, the placement of sealant material shall be suspended when the air temperature, in the shade and away from artificial heat, reaches 60° F. Sealant shall not be placed when in the opinion of the Engineer the weather or roadbed conditions are unfavorable. Fog sealing will be permitted only during daylight hours Monday through Thursday between June 15, 2022 through August 31, 2022.
EXHIBIT B
SPECIAL CONDITIONS

1. **Responsible Contractor Certification.** Contractor and subcontractor(s) shall be a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. Contractor or subcontractor(s) that do not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to perform the Work. Contractor and subcontractor(s) are that make a false statement verifying compliance with any of the minimum criteria shall result in the termination of this Agreement.

2. **Pre-Construction Meeting.** Prior to the beginning of construction operations, a pre-construction meeting shall be held, and shall be attended by the authorized representatives of the City and persons of the contracting company who will have direct responsibility for workmanship and/or materials used on the project. The conference will disclose all aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be made at this conference.

   Contractor shall submit the following at the pre-construction meeting:
   a. Critical path phasing plan and schedule, which details all controlling operations. This shall be submitted a minimum of three (3) days before the pre-construction meeting.
   b. General project contact information including emergency contacts.
   c. Subcontractor list.
   d. Material supplier list.
   e. Traffic Control plan.

3. **Measurement and Payment.** Payment for all items for this project shall be by the unit price as stated herein Exhibit C. The estimated quantities on the Proposal form are for determination of the lowest cost for the Work. The City reserves the right to increase or decrease quantities shown on the Proposal to stay within the amount budgeted by the City. No claims for extra compensation due to increased or decreased quantities shall be considered. Contractor shall provide daily documentation to the Engineer, at the end of each working day, for the quantities performed that day. Contractor shall submit all final quantities to the City within one month after completion of the Work.

4. **Mobilization (2021).** The lump sum for mobilization is to include all aspects of work and shall include mobilization to all of the areas identified in the Location Map herein Exhibit A.

5. **Traffic Control and Maintenance (2563).** Contractor shall maintain traffic at all times while performing the Work in accordance with the current Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) Field Manual and its supplements, or as deemed necessary by the Engineer, when the Work occurs on or adjacent to any street, alley or public place. Contractor shall provide, under the traffic control item, all construction signage and traffic control devices for the protection of persons, property and the Work. Contractor shall be responsible for maintaining traffic control devices during the Work. In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. The Contractor shall be held responsible for all damaged from failure to protect the work zone.
Throughout construction, Contractor shall provide safe and adequate access at all times for residents, property owners and emergency vehicles. Access shall include the maintaining of ingress and egress of private driveways throughout construction. Throughout the duration of the Work, Contractor shall, as much as possible, work to limit any inconveniences to local businesses and property owners. When single lane traffic is necessary, flagmen must be provided to direct traffic. Contractor shall provide certifications of all flagmen that will be working on this project.

6. **Erosion and Sedimentation Control (2573).** Storm Drain Inlet Protection --- *Wimco Inlet Protection*. Contractor shall provide Wimco Inlet Protection devices, or approved equal, on all inlets where inlet protection is designated. Information on the Wimco devices can be obtained at [www.roaddrain.com](http://www.roaddrain.com). Payment will be made on the basis of each structure protected through all phases of the work. Use of different methods for protection in order to phase the work or for the ease of the construction shall not be cause for multiple payments over one per structure.

7. **Manual References.** The Specifications which apply to the Work shown in the Plans shall be as follows:
   a. Special Conditions herein Exhibit A and B.
   c. Division I, 1507 (Utility Property and Service) and Division I, 1512 (Unacceptable and unauthorized work) of the Minnesota Department of Highways Standard Specification for Construction, 2018 Edition and its supplements, shall apply, except as modified or supplemented herein.
   d. Division II (Construction Details) and Division III (Materials) of the Minnesota Department of Highways Standard Specification for Construction, 2018 Edition and its supplements, shall apply, except as modified or supplemented herein.

8. **Safety Precautions and Accident Prevention.** The Contractor shall observe and comply with all requirements to the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident Prevention of the Industrial Commission of Minnesota, and with the requirements of the Workmen’s Compensation Act and any amendments thereof. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. The Contractor shall be responsible for all safety issues on this project. The Contractor shall comply with instructions from the City for implementing any additional requirements for safety concerns.

9. **DOT Compliance.** All of Contractor’s drivers performing work for the City must be in compliance with DOT requirements related to holding a Commercial Driver’s License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines incurred as a result of Contractor’s failure to comply with DOT requirements as set forth above. It shall be Contractor’s responsibility to comply and provide evidence to the City of DOT compliance upon request.

10. **Hours of Operation.** Work shall occur Monday through Thursday from 7:00 a.m. to 7:00 p.m.
On streets designated as high-volume roadways, Contractor’s Work shall be restricted to the hours of 9:00 a.m. to 3:30 p.m., or after 6:00 p.m. for any Work within the traveled portion of the roadway.

**HIGH-VOLUME ROADWAYS**

a. Betty Crocker Boulevard between US 169 and General Mills Blvd  
b. Boone Avenue North between TH 55 and Plymouth Ave  
c. General Mills Boulevard between Wayzata Blvd and TH 55  
d. Golden Hills Drive between Wayzata Blvd and Turners Crossroad  
e. Golden Valley Road between Boone Avenue and Douglas Drive  
f. Laurel Avenue between Winnetka Avenue and Xenia Avenue  
g. Louisiana Avenue South between Laurel Avenue and I-394  
h. Noble Avenue North between Golden Valley Road and 34th Ave N  
i. North and South Frontage Roads of I-394  
j. Olympia Street between Winnetka Avenue and Douglas Drive  
k. Plymouth Avenue between US 169 and Winnetka Avenue  
l. Regent Avenue North between Duluth Street and 34th Ave N  
m. Rhode Island Avenue between 10th Avenue and TH 55  
n. Wayzata Boulevard all portions in Golden Valley City Limits  
o. Winnetka Avenue between TH 55 and I-394  
p. Xenia Avenue South between Glenwood Avenue and I-394  
q. Zenith Avenue North between 26th Ave N and Theodore Wirth Pkwy

11. **Noise Elimination.** The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.

12. **Care of Work.** All work under this contract shall be accomplished with reasonable care and minimal damage to affected properties. The Contractor shall provide quality cleanup after removal and repair of any damage done by the Contractor’s equipment.

13. **Contract Time Extension.** The Contractor shall perform fully, entirely, and in an acceptable manner, the Work within the Contract Time stated in this Agreement. Contractor shall notify the City on writing, not less than ten (days) prior to end of the Contract Time if the Contractor finds it impossible to complete the Work. Contractor shall detail fully in the request reasons for the extension. The City, in its sole discretion, may grant an extension if the Work has been delayed on account of unusual circumstances beyond the control of the Contractor, or that quantities of the Work done or to be done are in excess of estimated quantities in sufficient amount to warrant the extension for the completion to such date as may seem reasonable and proper.
EXHIBIT C
PROPOSAL

Contractor certifies that an examination has been made of the scope and location of work and proposes to furnish all necessary machinery, equipment, tools, labor and other means for the Work and to furnish all materials specified in the manner and at the time prescribe; and understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands all quantities of work, whether increased or decreased, are to be performed at the following unit prices.

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In submitting this proposal, the undersigned acknowledges that the City reserves the right to reject any or all proposals and to waive informalities.

This proposal may not be withdrawn after the opening of proposals, and shall be subject to acceptance by the City for a period of forty-five (45) calendar days from the opening thereof.

If Bidder is a corporation or company, provide the State of incorporation: ________________

If Bidder is a partnership, state full name of all co-partners:

________________________________________________________

________________________________________________________

________________________________________________________

Proposal Submitted by (please print):

Company Name: __________________________ Telephone: __________________________

Address: __________________________ Date: __________________________

City, State, Zip: __________________________

Email Address for Contact Person: __________________________

By: __________________________ Title: __________________________

By: __________________________ Title: __________________________

Failure to have the required Work completed within the Contract Time shall result in the City charging the Contractor, and withholding from any monies due, liquidated damages in the amount of $200 per calendar day until all Work is completed.
EXHIBIT C
PROPOSAL

Contractor certifies that an examination has been made of the scope and location of work and proposes to furnish all necessary machinery, equipment, tools, labor and other means for the Work and to furnish all materials specified in the manner and at the time prescribe; and understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands all quantities of work, whether increased or decreased, are to be performed at the following unit prices.

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TOTAL COST TO PROVIDE SERVICES FOR 2022 SEALING PROJECT #22-10 $49,106.50
In submitting this proposal, the undersigned acknowledges that the City reserves the right to reject any or all proposals and to waive informalities.

This proposal may not be withdrawn after the opening of proposals, and shall be subject to acceptance by the City for a period of forty-five (45) calendar days from the opening thereof.

If Bidder is a corporation or company, provide the State of incorporation: MN

If Bidder is a partnership, state full name of all co-partners:

Proposal Submitted by (please print):
Company Name: Allied Blacktop Co. Telephone: 763-425-0575
Address: 10503 89th Ave N Date: 2-17-22
City, State, Zip: Maple Grove, MN 55369
Email Address for Contact Person: m.dolecki@alliedincmn.com

By: Brent Capistrant
Title: Vice President

By: Peter Capistrant
Title: President

Failure to have the required Work completed within the Contract Time shall result in the City charging the Contractor, and withholding from any monies due, liquidated damages in the amount of $200 per calendar day until all Work is completed.
Agenda Item
3. E. 2. Approve Verizon Antenna Lease Agreement Amendment #1

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

Summary
Verizon Wireless is requesting an amendment to the lease agreement to upgrade existing and add new equipment to the JWC Golden Valley Water Tower. The Joint Water Commission (JWC) hired KLM Engineering to perform a structural analysis for the additional and new equipment, which will be paid for through a deposit agreement with Verizon. The initial review was completed at the end of 2021 with construction to take place in 2022. The attached amendment references the original agreement signed in 2013, outlines the modifications, and includes the plans. As shown, there will be no changes to the mounts that connect to the tower, just adding antennas to open channels within the existing mounting hardware. Old antennas will also be removed and replaced with newer equipment.

The amendment was approved by the February 9, 2022, JWC meeting.

Recommended Action
Motion to authorize Amendment #1 to Verizon Wireless Antenna Site Lease Agreement.

Attachments
• First Amendment to Antenna Site Lease Agreement (13 pages)
FIRST AMENDMENT TO ANTENNA SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO ANTENNA SITE LEASE AGREEMENT ("First Amendment") is made as of the last signature date hereof ("Effective Date"), between Golden Valley-Crystal-New Hope Joint Water Commission, hereinafter designated "Landlord" and Cellco Partnership d/b/a Verizon Wireless, successor-in-interest to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "Tenant".

WHEREAS, Landlord and Tenant (or their predecessors-in-interest) entered into that certain Antenna Site Lease Agreement dated April 25, 2013 (the "Agreement"), whereby Landlord granted Tenant the right to install, maintain and operate Tenant’s Antenna Facility in the Structure Leased Premises located on the Structure, as provided in the Agreement; and

WHEREAS, pursuant to the Agreement, Tenant was granted the right to install, maintain and operate its Tenant’s Antenna Facility on the Structure in locations as depicted on Exhibit B, attached to the Agreement; and

WHEREAS, Landlord and Tenant now desire to amend the Agreement to allow for certain modifications to Tenant’s Antenna Facility depicted on Exhibit B-1, attached hereto and made a part hereof; and

WHEREAS, it is now the intention of Landlord and Tenant to enter into an agreement amending the Agreement, as set forth herein.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. Tenant Antenna Facility Modifications. Landlord agrees that Tenant may install its equipment, improvements, antennas, conduits and other related equipment (collectively, the "Modifications") in the locations as depicted on Exhibit B-1, attached hereto and incorporated herein. Exhibit B referred to in the Agreement is hereby supplemented with the attached Exhibit B-1, which depicts the approved Modifications. In the event of a conflict between Exhibit B and Exhibit B-1, Exhibit B-1 shall control. Subject to obtaining all permits and other approvals that may be required by any federal, state or local authorities, Tenant may immediately commence installation of the Modifications as depicted on Exhibit B-1, attached hereto and made a part hereof. Landlord agrees that the installation plan in the attached Exhibit B-1 depicting the location and manner of the Modifications is acceptable, with no further approval required for the installation of the Modifications.
2. **Notices.**

Tenant’s notice address is hereby updated as follows:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

3. All defined terms referenced in this First Amendment shall have the same meaning as stated and defined in the Agreement.

4. Other than as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict between the terms of this First Amendment and the Agreement, this First Amendment shall control.

[Signature page follows. The remainder of this page is intentionally blank.]
IN WITNESS WHEREOF, the parties hereto have executed in duplicate this First Amendment as of the Effective Date.

LANDLORD:

Golden Valley-Crystal-New Hope Joint Water Commission

By: _________________________________
Name: _______________________________
Its: _________________________________
Date: ________________________________

City of Golden Valley

By: _________________________________
Name: SHEPARD M. HARRIS________
Its: MAYOR_______________________
Date: MARCH 1, 2022_______________

By: _________________________________
Name: TIMOTHY J. CRUIKSHANK_____
Its: CITY MANAGER_______________
Date: MARCH 1, 2022_______________

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: _________________________________
Name: _______________________________
Its: _________________________________
Date: ________________________________
EXHIBIT B-1

Modifications

(See Attached)
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<th>GOLDEN VALLEY, MN 55427</th>
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</table>

| I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. |
|----|----|----|
| NAME: | SIGNATURE: | DATE: | LICENSE NUMBER: |
| Joshua Herzog | 42392 | 11-30-2021 | |

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|----|----|----|
| NAME: | SIGNATURE: | DATE: | LICENSE NUMBER: |
| Joshua Herzog | 42392 | 11-30-2021 | |
Agenda Item
3. E. 3. Approve Amendment to the Professional Services Agreement with Landscapes Unlimited, LLC to provide irrigation equipment and installation services for the Brookview Golf Course Irrigation Replacement Project.

Prepared By
Mike Ward, Golf Maintenance Supervisor
Rick Birno, Parks & Recreation Director

Summary
On January 18, 2022, the City Council approved the irrigation equipment and installation professional services agreement with Landscapes Unlimited, LLC. The Contractor will be employing migrant and/or foreign workers for this project. The Contractor is expected to comply with all of the requirements of the federal H-2B Temporary Non-Agricultural Worker visa program.

The Contractor is expected to certify that, with respect to any migrant or foreign workers, all persons employed by Contractor, or Contractor’s subcontractors or independent contractors in the performance of this Agreement shall be paid, without subsequent deduction or rebate, not less than $18.17 per hour.

Landscapes Unlimited, LLC shall submit to the City documentary evidence that Contractor has complied with the requirements of this amendment no later than October 1, 2022.

Financial Or Budget Considerations
None

Recommended Action
Motion to approve first amendment to the professional services agreement with Landscapes Unlimited, LLC for the equipment and irrigation installation services for the Brookview Golf Course Irrigation Replacement Project.

Supporting Documents
• First Amendment to the agreement with Landscapes Unlimited, LLC (2 pages)
FIRST AMENDMENT TO
AUTOMATIC IRRIGATION IMPROVEMENT PROJECT
BROOKVIEW GOLF COURSE
GOLDEN VALLEY, MINNESOTA AGREEMENT
BETWEEN THE CITY OF GOLDEN VALLEY AND
LANDSCAPES UNLIMITED, LLC

THIS FIRST AMENDMENT TO AUTOMATIC IRRIGATION IMPROVEMENT PROJECT BROOKVIEW GOLF COURSE GOLDEN VALLEY, MINNESOTA AGREEMENT BETWEEN CITY OF GOLDEN VALLEY and LANDSCAPES UNLIMITED, LLC (this “First Amendment”) is made effective as of March 1, 2022 (the “Amendment Effective Date”) by and between the City of Golden Valley (the “City”) and Landscapes Unlimited, LLC (“Contractor”), a Nebraska limited liability company.

RECITALS

WHEREAS, City and Contractor are parties to an Agreement, dated January 18, 2022 (the “Agreement”).

WHEREAS, upon the mutual written agreement of the City and Contractor, the terms of the Agreement may be modified.

WHEREAS, the parties desire to amend the Agreement as provided herein.

AGREEMENT

The parties agree to amend the Agreement as follows, effective as of the Amendment Effective Date:

1. Compensation to Contractor’s Workforce. All persons employed by Contractor, or Contractor’s subcontractors or independent contractors in the performance of this Agreement shall be paid, without subsequent deduction or rebate, not less than $18.17 per hour. Contractor hereby certifies that, with respect to any migrant or foreign workers employed by Contractor or Contractor’s subcontractors or independent contractors, Contractor will comply with all of the requirements of the federal H-2B Temporary Non-Agricultural Worker visa program. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement and grounds for immediate termination of the Agreement by the City. No later than October 1, 2022, Contractor shall submit to the City documentary evidence that Contractor has complied with the requirements of this paragraph.

2. Ratification. Except as specifically provided in this First Amendment, each and every provision of the Agreement remains, and is, in all respects, in full force and effect.
3. **Counterparts.** This First Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.

4. **Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this First Amendment along with the Agreement, as previously amended, constitute the entire understanding between the parties in respect to the subject matter hereof.

**INTENDING TO BE LEGALLY BOUND HEREBY,** the parties have executed this First Amendment as evidenced by the signatures of their authorized representatives below.

**Signed:**  
Landscapes Unlimited LLC

By: _____________________________  
Print Name: ______________________  
Its (Title):________________________

**Signed:**  
City of Golden Valley,  
a Minnesota municipal corporation

By ____________________________________  
Shepard M. Harris, Mayor

By ____________________________________  
Timothy J. Cruikshank, City Manager
Agenda Item
3. F. Approve Resolution No. 22-021 Providing For the Competitive Negotiated Sale of $4,150,000 General Obligation Improvement Bonds, Series 2022A

Prepared By
Sue Virnig, Finance Director

Summary
The proceeds of the $4,150,000 General Obligation Bonds, Series 2022A will finance the following:

- The bond proceeds of $4,150,000 will finance the reconstruction of local streets and driveways included in the 2022 Pavement Management Program (PMP) project area. This project and special assessment hearing was approved by the City Council on January 4, 2022. The debt service on these bonds will be paid from tax levies and special assessments levied against benefitted properties.

If approved, the bids will be received on April 5, 2022. City Council will consider those bids and award at the April 5, 2022, meeting. Proceeds will be received May 5, 2022.

Financial Or Budget Considerations
Bond proceeds, along with special assessments, pay for the improvement that coincides with the 2022 PMP. The 2022-2031 Capital Improvement Program (CIP) (S-001) has $3,950,000 for the 2022 PMP. The assessment hearing included the updated amount for streets.

Recommended Action
Motion to approve the Resolution No. 22-021 Providing For the Competitive Negotiated Sale of $4,150,000 General Obligation Improvement Bonds, Series 2022A.

Supporting Documents
- Resolution No. 22-021 Providing For the Competitive Negotiated Sale of $4,150,000 General Obligation Improvement Bonds, Series 2022A (6 pages)
RESOLUTION NO. 22-021

A RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $4,150,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2022A

WHEREAS, the City Council of the City of Golden Valley, Minnesota, has heretofore determined that it is necessary and expedient to issue its $4,150,000 General Obligation Improvement Bonds, Series 2022A (the “Bonds”) to finance the City’s 2022 Pavement Management Program; and

WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota (“Baker Tilly MA”), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Golden Valley, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The Clerk, or designee, shall open bids at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the “Terms of Proposal” attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the Clerk and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of Golden Valley, Minnesota this 1st day of March 2022.

____________________________
Shepard M. Harris, Mayor

ATTEST:

_______________________
Theresa Schyma, City Clerk
EXHIBIT A
THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL
$4,150,000*
CITY OF GOLDEN VALLEY, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2022A

(Book Entry Only)

Proposals for the above-referenced obligations (the “Bonds”) will be received by the City of Golden Valley, Minnesota (the “City”) on Tuesday, April 5, 2022 (the “Sale Date”) until 10:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 225 South 6th Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bondservice@bakertilly.com or by fax (651) 223-3046, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal. Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.
DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$200,000</td>
</tr>
<tr>
<td>2024</td>
<td>$105,000</td>
</tr>
<tr>
<td>2025</td>
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<td>2026</td>
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<td>$180,000</td>
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<td>2036</td>
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<tr>
<td>2039</td>
<td>$185,000</td>
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<tr>
<td>2040</td>
<td>$190,000</td>
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<tr>
<td>2041</td>
<td>$190,000</td>
</tr>
<tr>
<td>2042</td>
<td>$190,000</td>
</tr>
<tr>
<td>2043</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

* The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

U.S. Bank Trust Company, National Association, St. Paul, Minnesota will service as Registrar (the “Registrar”) for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2030, and on any day thereafter, to redeem Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.
SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance the City's 2022 Pavement Management Program.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than $4,108,500 plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:
(i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
(iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.
If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

**GOOD FAITH DEPOSIT**

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of $41,500 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

**AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

**BOND INSURANCE AT PURCHASER'S OPTION**

The City has not applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder’s proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.
CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 5, 2022, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bondservice@bakertilly.com. The Preliminary Official Statement will also be made available at https://connect.bakertilly.com/bond-sales-calendar.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 1, 2022

BY ORDER OF THE CITY COUNCIL

/s/Susan Virnig
Finance Director
Golden Valley City Council Meeting
March 1, 2022

Agenda Item

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

Summary
At the February 15, 2022, City Council Meeting, the Council voted to continue the public hearing to vacate sanitary sewer easement through the northwest corner of the Golden Valley Country Club property. The decision was tabled until March 1, 2022. Staff continues to work with the developer to finalize all agreements related to this development. The public hearing needs to be continued to March 15, 2022, as the final plat and new easement are not yet ready for discussion and approval.

Recommended Action
Motion to continue the public hearing for sanitary sewer easement vacation through northwest corner of Golden Valley County Club property until the March 15, 2022, Council meeting.
Agenda Item

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

Summary
At the February 15, 2022, City Council Meeting, the Council voted to continue the public hearing to vacate street, trail, and utility easement vacation along Pennsylvania Avenue at northwest corner of Golden Valley County Club property. The decision was tabled until March 1, 2022. Staff continues to work with the developer to finalize all agreements related to this development. The public hearing needs to be continued to March 15, 2022 as the final plat and new easement are not yet ready for discussion and approval.

Recommended Action
Motion to continue the public hearing for street, trail, and utility easement vacation along Pennsylvania Avenue at northwest corner of Golden Valley County Club property until the March 15, 2022 Council meeting.
<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MARCH</strong></td>
<td></td>
<td></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>
<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>
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<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>
<td></td>
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<tr>
<td>Special City Council Meeting (Commissioner Interviews)</td>
<td>5:00 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td>HRA Meeting</td>
<td>6:30 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 24</strong></td>
<td></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid Brookview - Valley View Room</td>
</tr>
<tr>
<td><strong>APRIL</strong></td>
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<tr>
<td><strong>Tuesday, April 5</strong></td>
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<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>
</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Saturday, April 9</strong></td>
<td></td>
<td></td>
</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>
<tr>
<td><strong>Tuesday, April 12</strong></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>
</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Tuesday, April 19</strong></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>
</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Saturday, April 23</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Run the Valley</td>
<td>7:45 AM</td>
<td>Brookview</td>
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