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 2469 075 7534. 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 2469 075 7534. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance
   B. Roll Call
   C. Update from U.S. Representative Ilhan Omar

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. Special City Council Meeting – March 1, 2022
      2. Special City Council Closed Executive Session – March 7, 2022
   B. Approval of Check Register
   C. Licenses:
      1. Approve General Business License – Amusement Devices
      2. Approve General Business License – Refuse and Recycling Vehicles
      3. Approve General Business License – Gas Stations and Gas Dispensers
      4. Approve On-Sale Intoxicating Liquor License with Sunday Sales - Love, Pizza LLC d/b/a/ Love, Pizza – 509 Winnetka Avenue North
5. Approve Temporary On-Sale Liquor License – Good Shepherd Catholic Church

D. Boards, Commissions, and Task Forces:
   1. Receive and File Open Space Recreation Commission Annual Report and Work Plan

E. Bids, Quotes, and Contracts:
   1. Approve Professional Services Agreement with WSB & Associates for Trunk Highway 55 Lift Station Relocation Project No. 20-18
   2. Approve Contract for Crack Sealing Project #22-05 with Allied Blacktop Company
   3. Authorize the City Manager and Mayor to Sign an Agreement with Greene Espel for Investigation Services

F. Approve Resolution No. 22-022 Establishing Precinct Boundaries and Polling Places

G. Approve Resolution No. 22-023 Supporting Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site

H. Approve Resolution No. 22-024 Approving Allocation of American Rescue Plan Act (ARPA) Funds

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
      2. Continuation of Public Hearing to Vacate Street, Trail, and Utility Easement Along Pennsylvania Avenue at Northwest Corner of Golden Valley County Club Property

   B. Approve Zoning Text Amendment, Adding Outdoor Service Areas as a Temporary Use, Ordinance No. 732

   C. Approve Zoning Text Amendment, Update Regulations Around Screening of Mechanicals and Outdoor Storage, Ordinance No. 733

5. Old Business
   A. Artessa Senior Cooperative, A Portion of 7001 Golden Valley Road
      1. Approve Ordinance No. 731 – Amending the Zoning Map and Rezoning from Institutional – Parks and Natural Areas to High Density Residential (R-4)
      2. Approve Preliminary Plan for Subdivision

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. COVID-19 Update
   B. Review of Council Calendar
   C. Mayor and Council Communications
      1. Other Committee/Meeting updates

7. Adjournment
Agenda Item
1. C. Discussion with United States Representative Ilhan Omar

Prepared By
Tim Cruikshank, City Manager

Summary
U.S. Representative Ilhan Omar touches base with the City Council during a work session on an annual basis. She and her staff will participate in the meeting remotely. Golden Valley’s 2022 State and Federal Legislative Priorities have been shared with her office for review prior to the discussion.

Supporting Documents
- 2022 State Legislative Priorities (Ctrl + Click link)
- 2022 Federal Legislative Priorities (Ctrl + Click link)
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 (arrived 5:28 pm) and Kimberly Sanberg
Staff present: City Manager Cruikshank and City Clerk Schyma

Mayor Harris started the special meeting at 4:44 pm.

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

Nyre Chester
Helene Johnson
Rachel Zuraff

Drew Jones
Carol Luo
David Scheie

2. Discussion Regarding Appointment to Diversity, Equity, and Inclusion Commission
Mayor Harris stepped away during the discussion to err on the side of caution due to a perceived conflict of interest with one of the applicants.

The Council consensus was to make the following appointments at the regular meeting:

Carol Luo Diversity, Equity, and Inclusion Commission
Drew Jones Diversity, Equity, and Inclusion Commission (youth)
Rachel Zuraff Environmental Commission (youth)

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

__________________________________________
Shepard M. Harris, Mayor

ATTEST:

_______________________________
Theresa Schyma, City Clerk
SPECIAL CITY COUNCIL CLOSED EXECUTIVE SESSION MINUTES

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

   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg
   Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, Equity and Inclusion Manager Zackery, Community Connection and Outreach Specialist Williams, and City Attorney Cisneros

2. Allegations Relating to Law Enforcement Personnel Misconduct
   A. HR Staff Assessment
   B. Legal Risk Assessment

   This meeting was closed as permitted by Minn. Stat. § 13D.05, subds. 2(a)(2), 3(b).

   The Council discussed allegations made at the March 1 City Council meeting and acknowledged staff’s responsibility to further investigate the allegations.

3. Adjournment
   The Closed Executive Session was adjourned by unanimous consent at 10:15 pm.

   ________________________________
   Shepard M. Harris, Mayor

   ATTEST:

   ________________________________
   Theresa J. Schyma, City Clerk
Agenda Item
3. B. Approval of City Check Register

Prepared By
Sue Virnig, Finance Director

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

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

Recommended Action
Motion to authorize the payment of the bills as submitted.

Supporting Documents
Document is located on city website at the following location:

The check register for approval:
- 03-04-22 Check Register
Agenda Item
3. C. 1. Approve Renewal of Amusement Device Licenses

Prepared By
Theresa Schyma, City Clerk

Summary
The following establishments are due for renewal of their amusement device license for the 2022-2023 license term. The following applicants have met the majority of the City Code requirements for the renewal of their license and staff is recommending approval contingent upon receipt their completed documentation and payment.

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>Device Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Amusement Arcades</td>
<td>2100 West 96th Street, Bloomington</td>
<td>6400 Wayzata Blvd</td>
</tr>
<tr>
<td>Schuller’s Tavern</td>
<td>7348 Country Club Drive, Golden Valley</td>
<td>7348 Country Club Drive</td>
</tr>
<tr>
<td>Theisen Vending Company</td>
<td>2335 Nevada Ave North, Golden Valley</td>
<td>7348 Country Club Drive</td>
</tr>
<tr>
<td>Theisen Vending Company</td>
<td>2335 Nevada Ave North, Golden Valley</td>
<td>6920 Wayzata Blvd</td>
</tr>
</tbody>
</table>

Financial Or Budget Considerations
Fees received for amusement device license renewals are budgeted, and defray costs the City incurs to administer license requirements. No license will be issued until full payment is received.

Recommended Action
Motion to authorize the renewal of the above amusement device licenses for a period of April 1, 2022, through March 31, 2023.
Agenda Item
3. C. 2. Approve Renewal of Solid Waste and Recycling Collection Licenses

Prepared By
Theresa Schyma, City Clerk

Summary
The following establishments have are due for renewal of their refuse and recycling vehicle licenses for the 2022-2023 period. The following applicants have met the majority of the City Code requirements for the renewal of their license and staff is recommending approval contingent upon receipt their completed documentation and payment.

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ace Solid Waste</td>
<td>6601 McKinley Street, Ramsey</td>
<td>Residential &amp; Commercial</td>
</tr>
<tr>
<td>Aspen Waste System</td>
<td>2951 Weeks Avenue SE, Minneapolis</td>
<td>Residential &amp; Commercial</td>
</tr>
<tr>
<td>Curbside Waste Inc.</td>
<td>PO Box 43154, Brooklyn Park</td>
<td>Residential</td>
</tr>
<tr>
<td>Darling Ingredients Inc</td>
<td>9000 382nd Avenue, Blue Earth</td>
<td>Commercial</td>
</tr>
<tr>
<td>Dick’s Sanitation</td>
<td>8984 215th Street West, Lakeville</td>
<td>Commercial</td>
</tr>
<tr>
<td>Republic Services</td>
<td>9813 Flying Cloud Drive, Eden Prairie</td>
<td>Residential &amp; Commercial</td>
</tr>
<tr>
<td>Suburban</td>
<td>15718 Village Woods Drive, Eden Prairie</td>
<td>Residential</td>
</tr>
<tr>
<td>Waste Management of MN</td>
<td>10050 Naples Street NE, Blaine</td>
<td>Residential &amp; Commercial</td>
</tr>
</tbody>
</table>

Financial Or Budget Considerations
Fees received for Solid Waste and Recycling Collection license renewals are budgeted and defray costs the City incurs to administer and enforce license regulations and requirements. No license will be issued until full payment is received.

Recommended Action
Motion to authorize the renewal of the above Solid Waste and Recycling Collection licenses for a period of April 1, 2022, through March 31, 2023.
**Executive Summary**

### Fire

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

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**Golden Valley City Council Meeting**

**March 15, 2022**

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**Agenda Item**


**Prepared By**

John Crelly, Fire Chief  
Jill Lund, Administrative Assistant

**Summary**

The following establishments are up for renewal of their gas station and gas dispenser license for the 2022-2023 license term. The applicants have met City Code requirements for the renewal of their license and staff is recommending approval.

<table>
<thead>
<tr>
<th>Applicant</th>
<th>License Type</th>
<th>Fee</th>
</tr>
</thead>
</table>
| Freddie’s Petroleum, Inc.  
  DBA: Amstar  
  9405 Medicine Lake Road | Gas Station/4 Dispensers | $300  |
| Feist Automotive  
  1875 Lilac Drive North | Gas Station/4 Dispensers | $300  |
| TJT Gas and Wash  
  1 General Mills Boulevard | Gas Station/6 Dispensers | $400  |
| Golden Valley Country Club  
  7001 Golden Valley Road | Gas Station/2 Dispensers | $150  |
| Gregg and Jim’s Service, Inc.  
  1900 Douglas Drive North | Gas Station/4 Dispensers | $300  |
| Holiday Stationstores, Inc.  
  7925 Wayzata Boulevard | Gas Station/5 Dispensers | $350  |
| Linn Retail Centers, Inc.  
  DBA: Holiday Station  
  600 Boone Avenue North | Gas Station/6 Dispensers | $400  |
Jim Lupient Oldsmobile  
Gas Station/1 Dispenser  
7100 Wayzata Boulevard  
$75

Hopkins Public Schools Bus Depot  
Gas Station/4 Dispensers  
835 Decatur Avenue North  
$300

Morrie’s Cadillac SAAB  
Gas Station/1 Dispensers  
7400 Wayzata Boulevard  
$75

Regency Hospital  
Gas Station/1 Dispenser  
1300 Hidden Lakes Parkway  
$75

Speedway #4497  
Gas Station/6 Dispensers  
6955 Market Street  
$400

Speedway #4443  
Gas Station/4 Dispensers  
1930 Douglas Drive North  
$300

Theodore Wirth Par 3  
Gas Station/2 Dispensers  
1313 Theodore Wirth Parkway  
$150

**Financial Or Budget Considerations**  
“Not applicable”

**Recommended Action**  
Motion to authorize the renewal of the above gas dispenser licenses for a period of April 1, 2022 through March 31, 2023.

**Supporting Documents**  
“Not Applicable”
Agenda Item

Prepared By
Theresa Schyma, City Clerk

Summary
Love, Pizza LLC d/b/a/ Love, Pizza has applied for an On-Sale Intoxicating Liquor License with Sunday sales. Love, Pizza is located at 509 Winnetka Avenue North at the former Smashburger site.

The City Clerk has reviewed the application, and has found the documents are in order and complete. The Golden Valley Police Department completed the background investigation and has found no reason to deny the license. The new license will be effective through June 30, 2022.

After Council approval, the City Clerk will forward the liquor license application to the Minnesota Alcohol Gambling Enforcement Division to complete processing. Please note, the approved liquor license will not be released to the business until a certificate of occupancy is issued.

Recommended Action
Motion to approve the issuance of an On-Sale Intoxicating Liquor License with Sunday sales to Love, Pizza LLC d/b/a/ Love, Pizza, 509 Winnetka Avenue North.
Agenda Item
3. C. 5. Temporary On-Sale Liquor License – Good Shepherd Catholic Church

Prepared By
Theresa Schyma, City Clerk

Summary
Good Shepherd Catholic Church, 145 Jersey Avenue South, has applied for a temporary on-sale liquor license for the “Good Shepherd Weekend” event on May 7, 2022 from 5:00 – 8:00 pm. The event will be outdoors in the church parking lot unless inclement weather causes the event to move indoors.

Golden Valley City Code does allow temporary on-sale liquor licenses to be issued to a club or charitable, religious, or other nonprofit organization with Council approval. A certificate of liability insurance naming the City as an additional insured is also required and has been provided by the applicant.

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

Recommended Action
Motion to approve a temporary on-sale liquor license for Good Shepherd Catholic Church, 145 Jersey Avenue South, for the “Good Shepherd Weekend” event on May 7, 2022.
Agenda Item

Prepared By
Rick Birno, Parks & Recreation Director

Summary
At the March 8, 2022, Council/Manager Work session meeting, Open Space and Recreation Commission (OSRC) Chair John Cornelius and Parks & Recreation staff presented the 2021 OSRC annual report and 2022 work plan.

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to Receive and File the Open Space and Recreation Commission 2021 annual report and approve the 2022 work plan.

Supporting Documents
Open Space and Recreation Commission 2021 Annual Report and 2022 Work Plan (7 pages)
2021 Open Space & Recreation Commission

Commissioners
John Cornelius, Chair (2022)
Bob Mattison, Vice-Chair, (2024)
Roger Bergman (2022)
Bill Delaney (2023)
Kelly Kuebelbeck (2023)
Matthew Sanders (2022)
Dawn Speltz (2023)
Linden Weiswerda (2024)
Brian Wright (2021)

Note: Terms run May 1-April 30

Council Liaison
Maurice Harris

City Staff
Rick Birno, Parks & Recreation Director
Sheila Van Sloun, Administrative Assistant

Purpose, Mission, and Prescribed Duties
The Open Space and Recreation Commission provides advice and recommendations to the Council regarding recreational programs, parks, and open space in the community, including:

- the portion of the Comprehensive Plan relating to open space needs, parks and recreation programs, and trail systems
- policies and plans for parks, recreation programs, use of open space, and trail systems
- assessment of current programs regarding open space, parks and recreation, and trail systems
- assessment of future needs regarding parks and recreation, open space, and trail systems
- cooperative agreements, policies with other public and private agencies, youth sports organizations, groups or individuals relating to recreational programs and facilities
- budget and capital outlay needs for parks and recreation, Brookview Golf Course, and the park improvement fund
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2021 Overview ........................................ page 4
2022 Proposed Work Plan ............................ page 6
2021 Overview

- Worked with staff on reviewing and providing insights for the adjustments to recreation programming, park usage, and facility rentals due to COVID.

- Reviewed and recommended the 2022–2031 Parks, Brookview, and Golf Course Capital Improvement Plans.

- Continued to support and provide guidance to staff for the growth of enterprise and revenue funds within the Parks and Recreation Department.

- Reviewed golf course operations and procedures, including fees, leagues, lessons, rules and regulations, schedule, curling, disc golf, and lawn bowling.

- Received update on the new winter recreation amenities at Brookview Golf Course. Winter 2020-21 included significant use of the two 18-hole disc golf courses, league play, organization and private rentals of the four outdoor synthetic curling rinks, and heavy use of the winter recreation groomed trail with lights.

- Reviewed and provided guidance on the annual report and work plan presented to the City Council.

- Worked with staff and joint powers agreement partners to provide guidance and support for trail improvements and the addition of a new bike repair station in the south end of Sochacki Park.

- Participated in the annual Joint City Council/Commission meeting.

- Represented the Open Space & Recreation Commission on the Brookview/City Hall rotational public art selection committee.

- Continued to meet with youth athletic associations for program updates and discussions on present and future facility needs.

- Supported staff on the implementation of the Noah Joynes Youth Recreation Fund.

- Reviewed seasonal recreation programs, leagues, classes, and events.

- Supported the continued partnership with Golden Valley Arts and St Louis Park Friends of the Arts to offer the Artist Showcase at Brookview. The successful event was hosted at Brookview the evening of Jan 14, 2022.

- Reviewed and provided guidance for Brookview room use, rental fees, and operation guidelines.

- Reviewed the annual wildlife removal processes and data. Worked with staff to shift the goose removal process from an annual quantity removal to a limiting flock growth model.
• Provided input to Three Rivers Park District staff for the update of the French Park master plan.

• Monitored staff updates regarding the progress on the 2022 scheduled irrigation replacement project at Brookview Golf Course.

• Reviewed the proposed changes and recommended adjustments to the Golden Valley leash ordinance.

• Provided guidance on new park improvements, including the scoreboards at Schaper Park, new outdoor hockey rink and internal park trail improvements at Wesley Park, infield update at Schaper Park, LED light fixture replacement at Natchez and South Tyrol Parks, and the asphalt pad resurfacing for the community garden at Medley Park.

• Worked with staff to design a new portable toilet distribution plan to better serve Golden Valley park neighborhoods.

• Partnered with the Environmental Commission reviewing proposed plans and providing input for the flood water reduction plan at Wildwood Park.

• Partnered with the Environmental Commission reviewing proposed plans and providing input for the storm water reduction plan at Medley Park.

• Worked with staff on the annual bike & pedestrian improvement recommendations.

• Discussed caterer changes at Brookview, park picnic shelter use issues, alcohol in the parks, the ash tree injection proposal, amplified music in the parks, park dedication opportunities, and the winter warming house staffing plan.

• Reviewed and supported the final plans for the new community garden at Medley Park.

• Hosted with staff the South Tyrol Park neighborhood input process to update and add new park amenities at the neighborhood park.

• Reviewed the heat/cold policy for outdoor recreation programs, events, and leagues, and made recommendations for updates in 2022.

• All commissioners were involved in the 2021 self-guided park tour to see both implemented and future park improvements.
2022 Proposed Work Plan

• Review, provide input, and recommend 2023–2032 Park, Brookview, and Golf Course Capital Improvement Plan.

• Continue to explore possibilities for additional parkland and facilities in high-density areas of the city.

• Work with staff to explore opportunities to increase park dedication funding. Request that staff work with the City Council to make this a legislative priority in 2023.

• Support and provide guidance to staff for the growth of enterprise and revenue funds within the Parks and Recreation Department.

• Continue to evaluate and recommend changes, enhancements, and additions to community and neighborhood parks.

• Review and recommend park shelter accessibility and general building improvements at Wesley Park, including ADA and access improvements; bathroom updates; and replacement of flooring, frames/doors/windows, LED lighting, and furnace.

• Review plan to add off-leash rink area south of Highway 55.

• Continue to provide guidance working with staff, MNDOT, and Three Rivers Park District to add a trail connection from the Schaper Park intersection on Highway 55 to Theodore Wirth Parkway.

• Continue to work with staff and joint powers agreement partners on the development of Sochacki Park.

• Support staff on implementing the new community garden at Medley Park.

• Support staff on implementing park improvements at South Tyrol Park.

Photo by Charlie Poiz, Views Of The Valley 2021
• Continue discussion regarding amplified music and alcohol in Golden Valley parks.

• Begin initial discussions and develop public input process for the proposed park improvements at Scheid Park scheduled for 2023. Proposed improvements include replacing the outdoor hockey rink, expanding the parking lot, updating the park shelter building, replacing tennis courts with pickleball courts, adding outdoor LED light fixtures, and updating both youth ballfields.

• Work with staff to review and make recommendations for proposed 2023 Bicycle & Pedestrian Plan improvements.

• Continue to work with staff to expand the sponsorship program for adopting dog bag stations in Golden Valley Parks.

• Provide guidance to staff to develop strategies for improving participation and implementing new programs, events, and opportunities for underserved populations and communities in Golden Valley.

• Continue to review recreation, golf, Three One Six, and Brookview fees, programs, events, leagues, and facility operations.

• Recommend support to continue the partnership for the Artist Showcase event.

• Support staff to continue to develop partnerships with community organizations and local schools for showcasing art at Brookview and City Hall.

• Review and approve Golden Valley recognized youth athletic associations providing programs for the community. Continue work on associations’ program updates and discussion on future facility needs.

• Continue to participate in the annual Joint City Council/Commission meeting, the annual park system tour, and represent the Open Space & Recreation Commission on the Brookview/City Hall rotational public art selection committee.

• Develop a process working with staff and partnering with the DEI Commission to begin discussions regarding a proposal for a potential naming policy for Golden Valley community assets.

• Receive update and review annual nuisance wildlife removal program to provide guidance to staff.

• Support community events, including Run the Valley, ice cream social, Greens Classic, etc.
Agenda Item

3. E. 1. Approve Professional Services Agreement with WSB & Associates for Trunk Highway 55 Lift Station Relocation Project No. 20-18

Prepared By
Tim Kieffer, Public Works Director
Jeff Oliver, PE, City Engineer
R.J. Kakach, PE, Assistant City Engineer

Summary
The City of Golden Valley owns and operates the Trunk Highway 55 (TH 55) Lift Station located at 5000 Olson Memorial Highway, adjacent to Schaper Pond just north of TH 55 and east of TH 100. The lift station pumps sanitary sewage from the low spot in this area up hill to the west where it discharges into another City sanitary sewer gravity pipe. The station was built in 1955 and is located in the floodplain, meaning it is at risk of flooding during large storm events. The lift station has reached the end of its design life and needs to be relocated out of the floodplain to reduce the risk of sanitary sewer overflows (SSOs).

Staff solicited requests for proposals (RFPs) from over 30 local engineering firm for the TH 55 Lift Station Relocation Project in early fall of 2021. Four proposals were received, and each applicant was interviewed by City Physical Development and Public Works staff. All staff included in the interview process agreed that WSB & Associates submitted the best proposal and exceeded expectations in the interview process. Therefore, staff recommended WSB & Associates for design and construction services on this project.

The exact project schedule will be determined through the design process; however, the anticipated schedule is outlined below:

<table>
<thead>
<tr>
<th>Project</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Design</td>
<td>Spring/Summer 2022</td>
</tr>
<tr>
<td>Bid Project</td>
<td>Summer 2022</td>
</tr>
<tr>
<td>Begin Construction</td>
<td>September 2022</td>
</tr>
<tr>
<td>Complete Construction</td>
<td>Winter 2022/Spring 2023</td>
</tr>
</tbody>
</table>
Financial Or budget Considerations
The total cost for WSB & Associates to provide design and construction services for TH 55 Lift Station Rehabilitation Project is $131,932. Anticipated funding for these services is included in the 2022 Water and Sanitary Sewer CIP Program (W&SS-083) in the amount of $770,000.

Recommended Actions
Motion to authorize the Mayor and City Manager to execute a professional services agreement with WSB & Associates in the form approved by the City Attorney for design and construction services on the TH 55 Lift Station Relocation Project, for an amount not to exceed $131,932.

Support Documents
- Location map – Current and Proposed (2 pages)
- Professional Services Agreement (15 pages)
Sanitary Sewer

- Manhole
- Sanitary Pump
- City Gravity
- City Forcemain
- MCES Forcemain
- Lateral
- Proposed

Hwy 55 Lift Station
Proposed Location

by the City of Golden Valley, 10/15/2021
PROFESSIONAL SERVICES AGREEMENT
HIGHWAY 55 LIFT STATION RELOCATION
PUBLIC IMPROVEMENT PROJECT #20-18

THIS AGREEMENT is made this March 15, 2022 (“Effective Date”) by and between WSB and Associates, Inc., a Minnesota corporation with its principal office at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

A. Consultant is engaged in the business of providing professional engineering consulting services.

B. The City desires to hire Consultant to provide Consultant Services for the Highway 55 Lift Station Relocation Public Improvement Project #20-18.

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

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

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

AGREEMENT

1. Services. Consultant agrees to provide the City with professional consulting services as described in the attached Exhibit A (the “Services”). Exhibit A shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. Consultant may reasonably rely on information and documents provided by or through the City.

2. Time for Completion. The Services shall be completed on or before Chose Date, provided that the parties may extend the stated deadline upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.

3. Consideration. The City shall pay Consultant for the Services on an hourly basis and for necessary out-of-pocket expenses at the rates set forth in Consultant’s fee schedule, attached hereto as Exhibit B. Consultant’s total compensation for the Services, including hourly fees and expenses, shall not exceed $131,932. The consideration shall be for both the Services performed by Consultant and any and all expenses incurred by Consultant in performing the Services. The City shall make progress payments to Consultant on a monthly basis. Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant’s statements are submitted.
4. **Approvals.** Consultant shall secure the City’s written approval before making any expenditures, purchases, or commitments on the City’s behalf beyond those listed in the Services. The City’s approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
   a. The parties, by mutual written agreement, may terminate this Agreement at any time;
   b. Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days’ written notice to the City;
   c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
   d. The City may terminate this Agreement immediately upon Consultant’s failure to have in force any insurance required by this Agreement.

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

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

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

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

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

   **A. Workers’ Compensation and Employers’ Liability**
   1. Coverage A: Per state statute
   2. Coverage B: $500,000 each accident
      - $500,000 Disease – policy limit
      - $500,000 Disease – each employee

   **B. Commercial General Liability**
   1. $200,000,000 General Aggregate
   2. $2,000,000 Products—Completed Operations Aggregate
   3. $1,000,000 Each Occurrence
   4. $1,000,000 Personal Injury

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

   **D. Umbrella Liability**
   1. $10,000,000 Each claim
   2. $10,000,000 Annual aggregate

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

   **E. Professional and Pollution Incident Liability**
   Professional liability insurance including pollution incident liability coverage with limits of not less than:
   1. $5,000,000 per claim
   2. $5,000,000 annual aggregate

Contractor shall provide the City with a current certificate of insurance including the following language: “The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages.” Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days’ written notice is provided to the City, or 10 days’ written notice in the case of non-payment.
12. **Assignment.** Neither the City nor Consultant shall assign or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the prior written consent of the other except to the extent that the effect of this limitation may be restricted by law. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

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

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

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

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

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

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

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

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

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

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

23. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is Jeff Oliver, City Engineer, or designee. Consultant’s authorized agent for purposes of administration of this contract is Greg Johnson, PE, or designee who shall perform or supervise the performance of all Services.

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

**CONSULTANT**  
WSB Engineering  
Greg Johnson  
701 Xenia Ave S #300  
Minneapolis, MN 55416-2  
gjohnson@wsbeng.com

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

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

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

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

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

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

30. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
31. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

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

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

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

**WSB & ASSOCIATES:**

By: _________________________________
Name: ______________________________
Title: _______________________________

**CITY OF GOLDEN VALLEY:**

By: _________________________________
Shepard M. Harris, Mayor

By: _________________________________
Timothy J. Cruikshank, City Manager
EXHIBIT A
SCOPE OF SERVICES
March 8th, 2022

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

Re: Proposal for Highway 55 Lift Station Relocation Public Improvement Project 20-18

Dear Mr. Oliver:

Thank you for the opportunity to submit this proposal to provide professional engineering, bidding, and construction services for the Highway 55 Lift Station Relocation.

Below is a summary of our proposed scope.

**CONSULTANT SERVICES**

*Meetings*
WSB will attend three Public Works staff meetings during the duration of the preliminary/final design process and one public meeting.

- Kick-off meeting with staff
- 50% plan completion review meeting
- 95% plan completion review meeting
- One City Council meeting (if needed)

*Preliminary Engineering Services*
Preliminary engineering will include the following services:

- Topographic survey of the project area including all above and below ground public and private utilities and physical features that may be disturbed by the project. Record drawings will be provided by the City.
- Collect up to eight (8) boring samples within the project area to sufficiently identify soil composition and contaminants. It is understood that previous public improvement projects may have included filling the project area with PAH and possibly other contaminants. Our proposal includes the following plan for evaluating and addressing the risk and abatement. WSB will perform a Phase 1 ESA of the entire construction site and environmental screening and sampling during advancement of eight proposed geotechnical borings (B-1 through B-8) at the site. The screening and sampling will be performed as a precautionary measure to identify potential contamination present at the site. All environment soil screening and sampling will be performed in accordance with MPCA guidance.

The screening and sampling scope will include:

*Field Screening*
- Soil at each boring will be screened using a photoionization detector (PID) equipped with a 10.6 eV lamp to the termination depth.
• Soil at the borings will also be screen for evidence of possible contamination (e.g., staining, odors, debris, etc.).
• If evidence of petroleum contamination is observed, petroleum saturation testing will be performed in the field.

Sample Collection and Analytical Testing
• Kick-off meeting with staff
• Select soil samples will be collected at each boring location for analyzed under a 7-10 business day standard lab turnaround timeframe.
• Up to 17 soil samples will be collected and analyzed for:
  o Diesel range organics (DRO)
  o Gasoline range organics (GRO)
  o Volatile organic compounds (VOCs) by EPA Method 8260D

Up to 4 soil samples will be analyzed for:
• Resource Conservation and Recovery Act (RCRA) 8 Metals by EPA Method 6010D
• It is assumed that three DRO, GRO, and VOCs samples will be collected at three of the borings. At these borings, one sample will be collected from the upper 10 feet below grade, a second from the middle portion, and a third from the lower 10 feet.
• It is assumed that one RCRA metals sample will be collected near the surface (upper two feet) at four of the borings.

Reporting
The results of the screening and sampling will be summarized in a final report. The report will include:
• Scope of work
• Sample location map
• Sample methods and procedures
• Results tables and laboratory analytical reports
• Investigation results
• Recommendations
• Conclusions

Environmental Screening and Sampling Assumptions
WSB will attend three Public Works staff meetings during the duration of the preliminary/final design process and one public meeting.
• The screening/sampling will be completed in conjunction with the Geotech evaluation using hollow-stem author technology. Therefore, the borings will not be continuous.
• No groundwater or soil vapor samples will be collected.
• WSB will contract a testing firm for analytical soil analysis under a standard 7-10 business-day turnaround.
• The screening/sampling be limited to the scoped borings and the magnitude and extent of contamination (if discovered) may not be defined.
Lift station and force main layouts and design
Develop and evaluate alternative layouts, locations, and proposed designs for the City to consider.

Hydrogen Sulfide Corrosion Analysis
Develop and evaluate alternative methods and materials to resist Hydrogen Sulfide corrosion where raw sewage and air may be present.

Final Design Services
WSB will prepare final plans and specifications as required to bid and construct the proposed improvements as follows:
- Preparation of construction plans and specifications utilizing City provided contract and specifications formats.
- Demolition and removal of existing lift station.
- Temporary bypass pumping plan.
- Traffic control plan.
- Erosion and sediment control plan.
- Coordinate SCADA compatibility with City contractor.
- MNDOT Permitting - Coordinate with MNDOT on requirements for utility crossings under TH 55, including submittal of required documents and permit application. Coordinate with MNDOT on requirements for utility installations within MNDOT right-of-way, including preparation and submittal of required documents and permit application and one meeting with MNDOT staff (if necessary).
- Preparation and submittal of any required permit applications to the MPCA.
- Provide coordination as needed with the Minnesota Department of Transportation, Minnesota Department of Natural Resources, Bassett Creek Watershed District and other agencies, coordination with other public and private utility companies, as well as any permitting required and public engagement.
- Cost Estimate.

Construction Administration and Inspection Services
WSB will administer the construction phase of this project, which includes but not limited to:
- Provide construction services including construction staking, inspections, and record keeping including notes and quantities.
- Assist the City with preparation of documents for procurement and the bidding process in accordance with Minnesota statutes.
- Provide bid support services including pre-bid meeting, answering contractor questions, and issue addenda.
- Open bids electronically using QuestCDN, prepare bid tabulation, and review any necessary documentation prior to bid approval and authorization to award contract.
- Arrange and manage construction meetings including pre-construction and weekly construction meetings including taking and distributing meeting minutes.
- Provide soils and concrete materials testing.
• Review contractor submitted shop drawings.
• Develop and assist in negotiation of and issuance of Change Orders as needed.
• Review pay requests.
• Coordinate transfer/installation of SCADA.
• Coordinate start-up and staff training.
• Assemble and submit vendor Operating and Maintenance manuals.
• Provide record drawings in electronic format within three months of the completion of the project that are consistent with the City’s standards.

**Deliverables**

To meet the needs of the City, WSB will provide the following deliverables:

• Construction Plans and Specifications utilizing the City’s form of contract.
• Construction record drawings consistent with City standards.
• Compile and assemble Operations and Maintenance Manual from individual manuals submitted by the contractor and equipment suppliers.

**Permitting**

The following permits will be prepared:

• Minnesota Pollution Control Agency (MPCA)
• Minnesota Department of Transportation (MNDOT)
• Bassett Creek Watershed District

**PROPOSED FEE**

WSB proposes to complete this project for a cost not to exceed fee of $131,932.

The attached detailed scope of work and associated fees are for your review on the next page.

If you have any questions about this proposal, please feel free to call me at 651-286-8466.

Sincerely,

**WSB & Associates, Inc.**

Greg Johnson, PE
Project Manager, Director of Water/Wastewater
## Hourly Cost Breakdown

<table>
<thead>
<tr>
<th>TASK NO.</th>
<th>DESCRIPTION</th>
<th>PH</th>
<th>ADV</th>
<th>YK</th>
<th>YH</th>
<th>HR</th>
<th>OR</th>
<th>SC</th>
<th>SD</th>
<th>IN</th>
<th>SURCHARGE</th>
<th>TOTAL HOURS</th>
<th>COST</th>
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<tbody>
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<td>1.1</td>
<td>TYPICAL SURVEY OF THE PROJECT AREA INCLUDING ALL UTILITIES</td>
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<td>1</td>
<td>1</td>
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<td>17</td>
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<td>1</td>
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<td>DEVELOP AND EVALUATE ALTERNATIVE LAYOUTS, LOCATIONS, AND PROPOSED DESIGNS</td>
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<td>DEVELOP AND EVALUATE ALTERNATIVE METHODS AND MATERIALS TO RESIST HYDROGEN SULFIDE CORROSION</td>
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<td>20</td>
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<td>1.6</td>
<td>ELECTRICAL ENGINEERING SUBCONSULTANT (DESIGN TREE)</td>
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<td>20</td>
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<td>180</td>
<td>$4,490.00</td>
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**TASK 1 TOTAL ESTIMATED HOURS AND FEE:**

**TASK 2 TOTAL ESTIMATED HOURS:**

### 2. Final Design

2.1 PREPARATION OF CONSTRUCTION PLANS AND SPECS UTILIZING CITY PROVIDED FORMATS  
2.2 DEMOLITION AND REMOVAL OF EXISTING LIFT STATION  
2.3 TEMPORARY BYPASS PUMPING PLAN  
2.4 TRAFFIC CONTROL PLAN  
2.5 EROSION AND SETTLEMENT CONTROL PLAN  
2.6 COORDINATE SCADA COMPATIBILITY WITH CITY CONTRACTOR BY ELECTRICAL ENGINEERING SUBCONSULTANT  
2.7 RESIDENTIAL  
2.8 COST ESTIMATE  
2.9 ELECTRICAL ENGINEERING SUBCONSULTANT (FREE)  

**TASK 2 TOTAL ESTIMATED HOURS AND FEE:**

### 3. Construction Administration and Inspection

3.1 PROVIDE CONSTRUCTION SERVICES INCLUDING CONSTRUCTION READING, INSPECTIONS, AND RECORD KEEPING  
3.2 ASSIST THE CITY WITH PREPARATION OF DOCUMENTS FOR PROCUREMENT AND THE BIDDING PROCESS  
3.3 PROVIDE BID SUPPORT SERVICES  
3.4 OPEN BIDS ELECTRONICALLY USING QUESTION, PREPARE BID TABULATION, AND REVIEWS  
3.5 ARRANGEMENT AND MANAGEMENT OF CONSTRUCTION MEETINGS INCLUDING PRE-CONSTRUCTION AND WEEKLY MEETINGS  
3.6 PROVIDE SOILS AND CONCRETE MATERIAL TESTING  
3.7 REVIEW CONTRACTOR SUBMITTED DRAWINGS  
3.8 DEVELOP AND ASSIST IN COORDINATION OF AND SUPERVISION OF CHANGE ORDERS AS NEEDED  
3.9 REVISE PAY REQUESTS  
3.10 COORDINATE TRANSFER/INSTALLATION OF SCADA  
3.11 COORDINATE START-UP AND STAFF TRAINING  
3.12 ASSIST WITH AND SUBMIT VENDOR OPERATING AND MAINTENANCE MANUALS  
3.13 PROVIDE RECORD DRAWINGS IN ELECTRONIC FORMAT WITHIN THREE MONTHS OF COMPLETION  
3.14 ELECTRICAL ENGINEERING SUBCONSULTANT (DESIGN TREE)  

**TASK 3 TOTAL ESTIMATED HOURS AND FEE:**

### TOTAL ESTIMATED HOURS:

**AVG. HOURS BILLING RATE:**

**TOTAL FEE BY LABOR CLASSIFICATION:**

**TOTAL FEE FOR ELECTRICAL ENGINEERING SUBCONSULTANT (DESIGN TREE):**

**TOTAL PROJECT COST:** $131,932.00
Agenda Item
3. E. 2. Award Contract for 2022 Crack Sealing Project, City Project #22-05

Prepared By
Tim Kieffer, Public Works Director
R.J. Kakach, PE, Assistant City Engineer

Summary
The City’s Pavement Management Program (PMP) addresses the needs of the City’s streets. The program includes asphalt maintenance, rehabilitation, and reconstruction. Through this program, timely and cost-effective measures are taken to construct and extend pavement life.

As asphalt pavement ages, it is subject to the weathering effects of water, air, cold winters, and hot summers. As pavement naturally expands and contracts through the seasons, it forms thermal cracks that extend from one edge of the street to the other.

Crack sealing is a maintenance effort in which an elastic polymeric material is placed inside of the pavement cracks. This is done to prevent water seepage into the pavement and subgrade and in turn substantially extends the life of the pavement. Crack sealant lasts approximately 2-5 years. The City’s 2022 Crack Sealing Project will be located in Maintenance Zone 1, as shown on the attached map.

Quotes for the 2022 Crack Sealing Project City Improvement Project 22-05 were received on March 4, 2022 and are listed below:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Blacktop Company</td>
<td>$61,500</td>
</tr>
<tr>
<td>SealTech, Inc.</td>
<td>$64,200</td>
</tr>
<tr>
<td>Northwest Asphalt and Maintenance</td>
<td>$71,500</td>
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<tr>
<td>American Pavement Solutions</td>
<td>$87,680</td>
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</table>

Staff has reviewed the quotes and found them to be accurate and in order.

Financial Or Budget Considerations
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 May of 2022 and be completed by July.
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 Crack Sealing Project #22-05 in the amount of $61,500.

Supporting Documents
• Crack Seal Location Map (1 page)
• Contract with Allied Blacktop Company (18 pages)
CONTRACT FOR 2022 CRACK SEALING  
CITY OF GOLDEN VALLEY PROJECT NUMBER 22-05

THIS AGREEMENT is made this 15th 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 crack sealing.

B. The City desires to hire Contractor to furnish and apply crack 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 between May 1st and July 15, 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. **Permits.** Contractor shall obtain, at its sole cost, all permits required for the performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor’s liability with respect to Contractor’s obligations other than specifically to correct the Work.
13. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties’ obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

a. The parties, by mutual written agreement, may terminate this Agreement at any time;

b. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party upon providing written notice of intention to terminate to the breaching party. Termination will become effective automatically and without further notice unless the breaching party cures the breach within thirty (30) days after the giving of such notice.

c. 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 $500,000.00 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, $1,000,000 general aggregate, and $1,000,000 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. **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.

20. **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.

21. **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.

22. **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.

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

24. **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.

25. **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.
26. **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.

27. **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.

28. **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.

29. **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.

30. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is Tim Kieffer, or designee. Contractor’s authorized agent for purposes of administration of this contract is Matt Dolecki, Estimator/Project Manager, or designee who shall perform or supervise the performance of all Work.

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>THE CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Blacktop Company</td>
<td>City of Golden Valley</td>
</tr>
<tr>
<td>10503 89th Avenue North</td>
<td>7800 Golden Valley Road</td>
</tr>
<tr>
<td>Maple Grove, MN 55369</td>
<td>Golden Valley, MN 55427</td>
</tr>
<tr>
<td><a href="mailto:pete@alliedincmn.com">pete@alliedincmn.com</a></td>
<td><a href="mailto:tkieffer@goldenvalleymn.gov">tkieffer@goldenvalleymn.gov</a></td>
</tr>
</tbody>
</table>

or such other contact information as either party may provide to the other by notice given in accordance with this provision.
32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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: ______________________________
Title: _______________________________

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 sawing or routing, measuring, cleaning and sealing cracks in the existing bituminous pavement. Contractor shall provide certification that the sealant meets the requirements of MNDOT Standard Specification 3723. The crack sealant compound shall be packaged in sealed containers. Each container shall be clearly marked with the name of the manufacturer, the trade name of the sealant, the manufacturer’s batch and lot number, the pouring temperature, and the safe heating temperature. A copy of the manufacturer’s recommendations pertaining to the heating and application of the joint sealant material 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.

The “Blow & Go” installation method will be used when cracks fit one or more of the following criteria:

- Crack is in a roadway that has previously received a chip seal
- Crack has previously been crack sealed and the existing crack seal has failed.
- Street has newer pavement as shown in Exhibit A.

The Location Map, herein Exhibit A, identifies roadways to be cracked sealed as part of the project. The Location Map does not identify roadways that have previously received sealcoat or crack seal treatments. If existing crack sealing material in these areas is still in satisfactory condition, those cracks shall not be resealed.

Roadways that have previously been sealcoated, or roadways shown on Exhibit A as newer pavement, shall utilize the “Blow & Go” method. Cracks identified as "Blow & Go" shall be cleaned of all weeds, debris, and dirt by Contractor prior to sealing.

The “Saw/Route & Seal” installation method will be used when cracks are present in a pavement that has not been previously chip sealed or crack sealed, as shown in Exhibit A.

All cracks to be sawn/routed, measured, cleaned and sealed ¾ inch wide by a depth of ¾ inch shall be approved by the Engineer. The sawing/routing, cleaning and sealing shall extend the full width of the surface, including shoulders where necessary.

Contractor shall conduct their operation so that sawing/routing, cleaning and sealing is a continuous operation. Traffic shall not be allowed to knead together or damage the reservoir once it has been created. Sawn/routed cracks not sealed before traffic is allowed on the surface shall be re-sawed/re-routed at no additional cost to the City.
The sawing/routing equipment shall be mechanical and power driven, capable of following and cutting the cracks to the required dimensions without deviation from the crack or creating excessive spalling. Equipment designed to “plow” the cracks to dimension will not be permitted. Wet sawing will not be allowed.

Immediately prior to sealing, the crack and surface area six (6) inches on both sides shall be cleaned of foreign matter and loosened particles with a broom or oil-free compressed air. The crack and surface area six (6) inches on both sides will then be cleaned and dried with a hot compressed air heat lance. The heat lance shall meet the following requirements: temperature of heated air at exit of orifice minimum of 280° F, velocity of existing heated air minimum of 2,800 fps.

Contractor shall take caution to keep all sawing/routing and cleaning debris off of the boulevards and contained to gutter areas. The City will furnish a street sweeper and operator to work in tandem with Contractor’s sawing/routing crew maintaining a smooth cleanup operation. The application time and final results of the cleaning area are subject to the Engineer’s approval. The sealant must also be squeegeed to ensure proper overbanding. Sealant shall overfill the crack and extend a minimum of ½ inch on either side of the crack. If the sawing/routing process results in spalled or rough edges, the Engineer may require the material to be poured, flushed and squeegeed to fill in the rough edges. The applicator wands shall be returned to the machine and the joint sealant material recirculated immediately upon completion of each crack. Pour pots or similar devices shall not be used to apply the sealer. Lanes may be opened to traffic only after the sealer has set sufficiently so it will not pick up under traffic. Cover material shall be spread on top of the sealant while still hot. Traffic shall not be allowed on the material until it is cured or it has been blotted to prevent tracking. The use of blotting material such as toilet paper will be permitted. Sand or fine aggregate shall not be used as cover material. Sealant material picked up or pulled out during construction shall be replaced at Contractor’s expense.

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 50° 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 30° F. Sealant shall not be placed when in the opinion of the Engineer the weather or roadbed conditions are unfavorable. Sawing/routing and sealing will be permitted only during daylight hours.
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. **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.

7. **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.

8. **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.

9. **Hours of Operation.** Work shall occur Monday through Saturday 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

On City owned parking lots, a one week advanced notice is required for crack sealing any parking lots. Work may need to be phased to allow for parking of City vehicles and City employees as directed by the Engineer.

10. **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.

11. **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.

12. **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.

<table>
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<th>Spec Number</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Bid Price</th>
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TOTAL COST TO PROVIDE SERVICES FOR 2022 CRACK SEALING PROJECT #22-05 $61,500.00

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**  Telephone: **763-425-0575**

Address: **10503 89th Ave N** Date: **3-2-22**

City, State, Zip: **Maple Grove, MN 55369**

Email Address for Contact Person: **moleckik@alliedincmn.com**

By: **Brent Capistrant**

Title: **Vice President**

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.
Agenda Item
3. E. 3. Contract for Investigation Services

Prepared By
Maria Cisneros, City Attorney

Summary
On March 7, 2022, the City Council met in closed session to discuss the need for an employment investigation. The Council acknowledged staff’s responsibility to further investigate. Staff interviewed two firms and recommends hiring the law firm of Greene Espel to conduct an independent, third-party investigation.

Financial or Budget Considerations
These services will be billed on an hourly basis. The estimated budget is a range of $93,000 to $120,000 but is subject to change. Funding will come from the Police Administration budget.

Recommended Action
• Motion to authorize the City Manager and Mayor to sign an agreement with Greene Espel for investigation services.
Golden Valley City Council Meeting
March 15, 2022

Agenda Item
3. F. 1. Approve Resolution No. 22-022 Establishing Precincts and Polling Places

Prepared By
Theresa Schyma, City Clerk
Heather Hegi, GIS Technician

Summary
At the March 8, 2022 work session, City staff presented the 2022 Redistricting Plan for the City of Golden Valley. The Council reviewed the plan and provided feedback to staff including their consensus to keep precincts numbered in the same manner as they are currently and by providing additional ideas for voter outreach.

Redistricting happens every 10 years following the completion of the decennial Census and is the process of redrawing the boundaries of election districts to ensure that the people of each district have an equal voice and representation. Minnesota Statutes § 204B.14, subd. 3(e) requires precinct boundary reestablishment within 60 days of when the legislature has redistricted or at least 19 weeks before the state primary election, whichever comes first. The Minnesota Special Redistricting Panel released new congressional and legislative boundaries on February 15, 2022. For the first time in decades, Golden Valley does not have a congressional or state legislative boundary going through the city. The only remaining boundary line separating the city is for the Robbinsdale and Hopkins school districts.

The removal of a legislative boundary dividing the city has allowed staff the opportunity to consider more options than have previously been available. When considering new precinct boundaries, staff took the following factors in consideration:

- Polling locations – occupancy limits, available parking, accessibility, distance for average voter
- Recent population changes and future growth projections
- Recent increase and projected upward trend in absentee and early voting
- Ensuring precincts throughout the city have no more than 2,800 eligible voters
- Eliminating precincts split by school districts
- Minimize polling locations that are located outside of their own precinct boundaries
- Ensuring boundary lines are easily identifiable and minimize the division of neighborhoods
The deadline for municipal redistricting is March 29. The City Clerk will forward the approved resolution, boundary descriptions, map, and GIS shapefiles to Hennepin County on March 16 to meet this deadline.

**Supporting Documents**
- Resolution No. 22-022 (4 pages)
RESOLUTION NO. 22-022

A RESOLUTION ESTABLISHING PRECINCTS AND POLLING PLACES

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, subd. 3 (d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that this Council hereby reestablishes the boundaries of the voting precincts and polling places described on the attached Exhibit A. Also attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling location.

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

__________________________________________
Shepard M. Harris, Mayor

Attested:

Theresa Schyma, City Clerk
EXHIBIT A

GOLDEN VALLEY PRECINCT BOUNDARY DESCRIPTIONS AND POLLING LOCATIONS

Precinct 1 (Northeast Fire Station, 3700 Golden Valley Road)
That portion of the City of Golden Valley lying east of a line described as follows: commencing at the alignment of Culver Rd and the eastern boundary of the City of Golden Valley, westerly along Culver Rd to its intersection with Noble Ave N, then southerly along Noble Ave N to its intersection with Golden Valley Rd, then southerly along that same alignment of Noble Ave N until it reaches the extended alignment of Plymouth Ave N (also the southerly boundary of the Hidden Lakes Development), then easterly along the extended alignment of Plymouth Ave N to the intersection of Plymouth Ave N and Xerxes Ave N which is also the eastern boundary of the City of Golden Valley and there terminating.

Precinct 2 (Valley Presbyterian Church, 3100 North Lilac Drive)
That portion of the City of Golden Valley lying east of Hwy 100, north of the boundary between the Robbinsdale School District and the Hopkins School District, and west of a line described as follows: commencing at the alignment of Culver Rd and the eastern boundary of the City of Golden Valley, westerly along Culver Rd to its intersection with Noble Ave N, then southerly along Noble Ave N to its intersection with Golden Valley Rd, then southerly along that same alignment of Noble Ave N until it reaches the extended alignment of Plymouth Ave N (also the southerly boundary of the Hidden Lakes Development) which is also the school district boundary and there terminating.

Precinct 3 (Meadowbrook School, 5430 Glenwood Avenue)
That portion of the City of Golden Valley lying south of the boundary between the Robbinsdale School District and the Hopkins School District, and east of a line described as follows: commencing at the intersection of Hwy 55/olson Memorial Hwy and Douglas Dr N/County Rd 102 which is also the school district boundary, southerly along the extended alignment of Douglas Dr N to its intersection with Glenwood Ave/County Rd 40, then easterly along Glenwood Ave/County Rd 40 to its intersection with Hwy 100, then southerly along Hwy 100 to the southerly boundary of the City of Golden Valley and there terminating.

Precinct 4 (Sandburg Middle School, 2400 Sandburg Lane)
That portion of the City of Golden Valley lying north of a line described as follows: commencing at the intersection of Medicine Lake Rd/County Rd 70/27th Ave N and Winnetka Ave N/County Rd 156 which is also the northerly boundary of the City of Golden Valley, southerly along Winnetka Ave N/County Rd 156 to its intersection with Winnetka Heights Dr, then easterly along Winnetka Heights Dr to its intersection with Kelly Dr, then southerly along Kelly Dr to its intersection with Olympia St, then easterly along Olympia St to its intersection with Douglas Dr N/Co Rd 102, then northerly along Douglas Dr N/Co Rd 102 to its intersection with the Canadian Pacific Railroad, then southeasterly along the Canadian Pacific Railroad to its intersection with Golden Valley Rd, then easterly along Golden Valley Rd to its intersection with Lilac Dr N, then southerly along Lilac Dr N to its intersection with the Union Pacific Railroad, then easterly along the Union Pacific Railroad to its intersection with Hwy 100, then northerly along Hwy 100 to the northerly boundary of the City of Golden Valley and there terminating.
Precinct 5 (Southeast Fire Station, 400 Turners Crossroad South)
That portion of the City of Golden Valley lying south of a line described as follows: commencing at the intersection of I-394 and Louisiana Ave S which is also the southerly boundary of the City of Golden Valley, northerly along Louisiana Ave S to its intersection with Laurel Ave, then easterly along Laurel Ave to its intersection with Jersey Ave S, then northerly along Jersey Ave S, continue on Jersey Ave N to its intersection with Glenwood Ave/Co Rd 40, then northwesterly along Glenwood Ave/Co Rd 40 to its intersection with Hwy 55/Olson Memorial Hwy, then easterly along Hwy 55/Olson Memorial Hwy to its intersection with Douglas Dr N/Co Rd 102, then southerly along the extended alignment of Douglas Dr N to its intersection with Glenwood Ave/County Rd 40, then easterly along Glenwood Ave/County Rd 40 to its intersection with Hwy 100, then southerly along Hwy 100 to the southerly boundary of the City of Golden Valley and there terminating.

Precinct 6 (Golden Valley City Hall, 7800 Golden Valley Road)
That portion of the City of Golden Valley lying north of the boundary between the Robbinsdale School District and the Hopkins School District, and south of a line described as follows: commencing at the intersection of Winnetka Ave N/Co Rd 156 and Olympia St which is also the school district boundary, easterly along Olympia St to its intersection with Douglas Dr N/Co Rd 102, then northerly along Douglas Dr N/Co Rd 102 to its intersection with the Canadian Pacific Railroad, then southeasterly along the Canadian Pacific Railroad to its intersection with Golden Valley Rd, then easterly along Golden Valley Rd to its intersection with Lilac Dr N, then southerly along Lilac Dr N to its intersection with the Union Pacific Railroad, then easterly along the Union Pacific Railroad to its intersection with the school district boundary and there terminating.

Precinct 7 (Sandburg Middle School, 2400 Sandburg Lane)
That portion of the City of Golden Valley lying north of the boundary between the Robbinsdale School District and the Hopkins School District, and west of a line described as follows: commencing at the intersection of Medicine Lake Rd/County Rd 70/27th Ave N and Winnetka Ave N/County Rd 156, southerly along Winnetka Ave N/County Rd 156 to its intersection with Winnetka Heights Dr, then easterly along Winnetka Heights Dr to its intersection with Kelly Dr, then southerly along Kelly Dr to its intersection with Olympia St, then westerly along Olympia St to its intersection with Winnetka Ave N/Co Rd 156 which is also the school district boundary and there terminating.

Precinct 8 (Brookview, 316 Brookview Parkway South)
That portion of the City of Golden Valley lying south of the boundary between the Robbinsdale School District and the Hopkins School District, and west of a line described as follows: commencing at the intersection of I-394 and Louisiana Ave S which is also the southerly boundary of the City of Golden Valley, northerly along Louisiana Ave S to its intersection with Laurel Ave, then easterly along Laurel Ave to its intersection with Jersey Ave S, then northerly along Jersey Ave S, continue on Jersey Ave N to its intersection with Glenwood Ave/Co Rd 40, then northwesterly along Glenwood Ave/Co Rd 40 to its intersection with Hwy 55/Olson Memorial Hwy which is also the school district boundary and there terminating.
Golden Valley City Council Meeting
March 15, 2022

Agenda Item
3. G. Approve Resolution No. 22-023 Supporting Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site

Prepared By
Drew Chirpich, Environmental Specialist

Summary
Minnesota GreenCorps is an AmeriCorps program that began in 2009. The goal of Minnesota GreenCorps is to preserve and protect Minnesota’s environment while training a new generation of environmental professionals. The program places members with host sites around the state to assist communities and local governments in addressing a variety of statewide needs. For the 2022-2023 program year, the Minnesota Pollution Control Agency (MPCA) anticipates placing and supporting up to 46 full-time GreenCorps members throughout Minnesota. More information is available at: https://www.pca.state.mn.us/waste/mn-greencorps-host-sites.

The City has been successful applying for GreenCorps members in the past. A GreenCorps member worked at City Hall from September 2016 to August 2017. The member focused on GreenStep Cities initiatives, developing the City’s Resilience & Sustainability Plan, and implementing the City’s Natural Resources Management Plan. The City also hosted GreenCorps Members for the 2019-2020, 2020-2021, and 2021-2022 terms. Members worked on the City’s recycling and organics programs, and energy efficiency and emissions reductions respectively.

If selected by MPCA, the GreenCorps member would work on a full-time basis from September 2022 to August 2023. The GreenCorps member would assist the City with implementing its Energy Action Plan with an emphasis on equity, addressing energy cost burden, and engaging multifamily units in energy efficiency opportunities as well as other sustainability initiatives.

If the City is selected as a host site, the City is required to provide in-kind support in the form of staff supervision, office materials, mileage reimbursement or use of a city vehicle, safety gear, and training as needed. Staff is confident that the City has the capacity and staff experience to provide the required in-kind support.

A resolution of support from City Council is required as part of the application process.
Financial Or Budget Considerations
None

Recommended Action
Motion to adopt Resolution No. 22-023 to Support Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site

Supporting Documents
- Resolution No. 22-023 to Support Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host site (1 page)
WHEREAS, the City of Golden Valley is eligible to apply for the placement of one Minnesota Pollution Control Agency GreenCorps member at City Hall for the next program year (September 2022-August 2023); and

WHEREAS, the selected candidate would work with staff and the Environmental Commission to implement the City's Energy Action Plan, GreenStep Cities program, and engaging multifamily units in reducing energy cost burden and

WHEREAS, the selected candidate would focus on assisting the City with its energy consumption and efficiency goals, objectives, and implementation actions; and

WHEREAS, staff has reviewed all terms and conditions of this funding opportunity and finds them to be satisfactory.

NOW THEREFORE BE IT RESOLVED by the City Council of Golden Valley that the Council is supportive of staff's submittal of an application to the Minnesota Pollution Control Agency for the placement of one Minnesota GreenCorps member at City Hall from September 2022 to August 2023.

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

__________________________
Shepard M. Harris, Mayor

ATTEST:

_________________________
Theresa Schyma, City Clerk
Agenda Item

3. H. Approve Resolution No. 22-024 Allocating American Rescue Plan Act (ARPA) funds to Brookview Facility, DMV and General Fund for Public Safety Technology

Prepared By
Sue Virnig, Finance Director

Summary

In 2021, the City of Golden Valley received the first half of the ARPA funds in the amount of $1,195,875. The second half of the ARPA funds will be received in July 2022 will be $1,195,875 for a total of $2,391,750. The guidance for eligible uses includes:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; and,
2. Replace lost public sector revenue to strengthen support for vital public services and help retain jobs; and,
3. Support immediate economic stabilization for households and businesses; and,
4. Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations; and,
5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10,000,000 are allowed to take the revenue replacement or standard allowance for loss due to the COVID-19 public health emergency.

As authorized by the Act, the City has utilized these funds for lost revenue. The formula for lost revenue is determined by Treasury guidance and is based on total city revenues (excluding utility revenues, federal grants, and bond proceeds). The formula considers a growth rate factor determined by the previous four years (2016, 2017, 2018, 2019) and applies it to the base year (2019) to calculate expected revenue and compares it to actual revenues for the calendar year’s 2020, 2021, 2022 and 2023. The guidance allows up $10,000,000 as a loss of revenue.

The guidance provides a broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services, however, does exclude debt payments, replenishing reserve funds or programs that require non-federal matching funds. The City of Golden Valley would only be able to use the amount received of $2,391,750 as lost revenue.
Financial Or Budget Considerations
ARPA Funds may be used by the Treasury Guidance criteria set by the Federal Government. With the standard allowance for loss revenue calculation the amount of $361,996 the following will be transferred to the General Fund of $70,000, Brookview Facility of $149,090 and the General Fund of $70,0000.

Recommended Action
Motion to approve Resolution No. 22-024 Allocating American Rescue Plan Act (ARPA) Funds for the Brookview Facility, Department of Motor Vehicles, and Public Safety Technology.

Supporting Documents
• Resolution No. 22-024 Allocating American Rescue Plan Act (ARPA) Funds for the Brookview Facility, DMV, and Public Safety Technology
RESOLUTION NO. 22-024

RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR BROOKVIEW FACILITY FOR $149,090; DEPARTMENT OF MOTOR VEHICLES (DMV) FOR $142,906 AND GENERAL FUND FOR PUBLIC SAFETY TECHNOLOGY $70,000

WHEREAS, the City of Golden Valley has been allocated American Rescue Plan Act (ARPA) Monies,

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, in 2020 and through mid-2021 the Brookview Facility remained closed due to the pandemic, and the need for future capital items such as technology upgrades to have hybrid meetings, play equipment, and items that need to be replaced would not be able to be purchased due to the closure, and without this transfer from the American Rescue Plan Loss Calculation potential layoffs of staff and capital items that need to be replaced would not be able to be done, and

WHEREAS, in 2020 and through mid-2021 the DMV remained opened but by appointment only which ran at a loss and without this transfer from the American Rescue Plan Loss Calculation potential layoffs of staff and capital items that need to be replaced would not be able to be done, and

WHEREAS, the need for new technology in the Public Safety that needs to be replaced would not be able to be done, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Golden Valley to authorize the transfer of $361,996 from the ARPA Fund to the to the Brookview Facility for $149,090, DMV for $142,906 and $70,000 for the General Fund.

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

Shepard M. Harris, Mayor

ATTEST:

Theresa Schyma, City Clerk
Agenda Item

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

Summary
At the March 1, 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 15, 2022. Staff continues to work with the developer to finalize all agreements related to this development. The public hearing needs to be continued to April 5, 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 April 5, 2022, Council meeting.
Agenda Item

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

Summary
At the March 1, 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 15, 2022. Staff continues to work with the developer to finalize all agreements related to this development. The public hearing needs to be continued to April 5, 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 April 5, 2022 Council meeting.
Agenda Item
4. B. Public Hearing – Zoning Text Amendment – Adding Outdoor Service Areas as a Temporary Use

Prepared By
Jason Zimmerman, Planning Manager

Summary
Spurred by a request from Schuller’s Tavern to explore options to allow outdoor seating at 7345 Country Club Drive, staff began work in 2021 to develop a new temporary outdoor service area use that could be applied throughout the City. The Planning Commission discussed this idea generally at three meetings and the concept was presented at a City Council Work Session in November. At that meeting, the Council expressed support for moving forward with a Zoning Text Amendment that would allow temporary Outdoor Service Areas in some zoning districts. The Planning Commission reviewed a proposal by staff in January of 2022 and voted (5-0) to recommend approval of the changes at their meeting on February 28.

Background
Schuller’s has operated as a nonconforming use (a restaurant within a single-family zoning district) for many decades. In recent years, the owners have sought to find a way to utilize outdoor space for seating and dining. Due to the existing nonconforming status, this would be considered an illegal expansion of the restaurant use.

The idea was raised to explore the possibility of creating an interim – or temporary – use for this type of outdoor area within the Zoning Chapter and potentially applying the concept to this property. Interim uses are those which are temporary in nature and are allowed to exist for a pre-determined period of time. They can be targeted to specific aspects of individual zoning districts. Staff determined that this idea could provide a focused solution to the current problem without exposing the wider neighborhood to potentially greater impacts.

Staff also notes that COVID restrictions for restaurants and other retail/service uses in 2020 and 2021 resulted in the creation of Temporary Outdoor Service Area permits for use across the city. These permits – reviewed and approved by staff in Planning, Inspections, and Fire – allowed for outdoor seating/dining and retail sales using creative and temporary arrangements in parking lots and other areas.
Outdoor Service Areas
The concept of a new temporary outdoor service area use would complement the City’s other current Temporary Uses found in Section 113-31 of the City Code: Mobile Food Vending, Seasonal Farm Produce Sales, and Temporary Retail Sales. It would need to be consistent with the criteria for interim uses outlined in Minnesota Statute 462.3597. There, an interim use is defined as “a temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.” A city may set conditions on interim uses, but may only grant permission for an interim use of property if:

1. the use conforms to the zoning regulations;
2. the date or event that will terminate the use can be identified with certainty;
3. permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
4. the user agrees to and conditions that the governing body deems appropriate for permission of the use.

The addition of an Outdoor Service Area in Golden Valley would likely be used sparingly, if at all beyond Schuller’s. Any approval of this use by the City would be carried out via a public hearing process and would include clear termination dates absent any request for any extension.

Staff recommends allowing temporary Outdoor Service Areas in all residential zoning districts, as well as in Commercial and Mixed-Use zoning districts. This would allow all restaurants as well as other retail businesses the opportunity to potentially take advantage of this option.

What the allowance of Outdoor Service Areas would NOT do is open the door to the establishment of new restaurants or retail operations where they are not already permitted under the existing zoning regulations. This amendment WOULD allow existing or permitted (or legally nonconforming) uses to take advantage of the outdoor option.

Additional Information
Staff examined other businesses in Golden Valley that have outdoor seating. All of them take place entirely on private property and utilize permanent patio space constructed specifically for this purpose. Staff involvement with respect to the “approval” of these areas typical revolves around ensuring compliance with accessibility requirements, confirming minimum parking counts are not impacted, evaluating potential stormwater impacts due to increased impervious coverage, and updating liquor licensing and insurance information to reflect an expanded service area.

Staff is not aware of any businesses that currently utilize outdoor space for retail sales, though if this were to be pursued it would likely not require any additional City approvals beyond the considerations of accessibility, parking, and potential stormwater impacts mentioned above.

If temporary outdoor service areas are to be approved via a public hearing, specific regulations that attempt to mitigate impacts would not be spelled out in the zoning text, but would be developed on a case by case basis as part of the proposal evaluation by staff, the Planning Commission, and the City Council. In general, staff would examine potential impacts to parking, hours of operation, lighting, noise, visual screening, etc. The City Council would also be asked to make findings that the proposed
use was consistent with the Comprehensive Plan and not injurious to the surrounding neighborhood or otherwise impact the general public health, welfare, or safety.

Analysis
Amending the zoning text to allow Outdoor Service Areas would require changes in three part of the Zoning Chapter.

First, a new definition of Outdoor Service Area would be added to Section 113-1:

A defined space intended to provide outdoor seating/dining at a bar or restaurant or to allow for retail sales or services to be performed outside of a principal structure on a temporary basis. Outdoor service areas are not allowed in association with home occupations.

Second, new text would be added to the Temporary Use section of code (Section 113-31) that details the process for application and approval. Staff has drafted language that closely mirrors the process for approval of a Conditional Use Permit, with a handful of modifications that emphasize the temporary nature of the approval (below). Allowances are provided for extension requests, though these would be evaluated through a public process and also be limited in their duration.

j. The initial term of an outdoor service area permit may not exceed one year. Upon application for an extension of the same use on the same site, succeeding outdoor service area permits may be approved for up to two years each if the Planning Commission and City Council make the findings set forth above and also find that all previous conditions of approval have been satisfied.

k. Physical improvements associated with the outdoor service area shall be temporary in nature. At the conclusion of the approved permit period, all improvements shall be removed and the site restored to its former condition.

l. An outdoor service area permit shall expire and the use terminate at the earlier of:

(1) The expiration date established by the City Council at the time of approval, but in no event more than two years from the date of approval;
(2) The occurrence of any event identified in the outdoor service area permit for the termination of the use; or
(3) Upon an amendment of the City Code that no longer allows the outdoor service area.

Third, Outdoor Services Areas would need to be listed in the Summary Use Tables in Section 113-87 as a restricted use for the targeted zoning districts (meaning they would be permitted but that certain restrictions – established by the City – would accompany their approval).

Full draft language around Outdoor Service Areas is attached.

Financial Or Budget Considerations
None.
Recommended Action

- Motion to adopt Ordinance No. 732, Amending Section 113-1: Definitions, Section 113-31: Temporary Uses, and Section 113-87: Summary Use Tables to Allow for Outdoor Service Areas in Targeted Zoning Districts.

- Motion to adopt Resolution No. 22-025, Authorizing Summary Publication of Ordinance No. 732

Supporting Documents

- Minutes from Planning Commission meeting of February 28, 2022 (3 pages)
- Selected Draft Language for Outdoor Service Areas (5 pages)
- Ordinance No. 732 Amending Section 113-1: Definitions, Section 113-31: Temporary Uses, and Section 113-87: Summary Use Tables to allow for Outdoor Service Areas in Targeted Zoning Districts (5 pages)
- Resolution No. 22-025, Authorizing Summary Publication of Ordinance No. 732 (1 page)
Jason Zimmerman, Planning Manager, reminded the group to address Commissioner Johnson’s question about the height of screening for rooftop mechanicals. Johnson asked for clarification on the height of the screening and its opacity. Staff said the original language was adopted from another city and also the height is consistent with other areas in the zoning code. Staff is amenable to a change if commissioners decide on one. Staff reviewed the definition of screening and commissioners mentioned adjusting the language to say the screening is at least the height of the mechanicals. This includes adjusting screening as rooftop units are updated. The conversation moved on to other aspects of rooftop mechanicals and screening.

The group moved on to storage of personal vehicles and staff summarized the desire to clearly apply definitions of parking and storage to non-residential uses. Commissioners and staff discussed zoning districts and unintended consequences, tightening up code language, and clarifying parking and storage definitions.

The group continued on to idling vehicles and staff summarized that they discussed defining outdoor storage as a restricted use in an Industrial zoning district. This is intended to address surface lots and not incidental storage associated with industrial or another use.

MOTION made by Commissioner Ginis and seconded by Commissioner Johnson to follow staff recommendation for the three items, with the language suggested by Commissioner discussion.

Staff took a roll call vote and the motion passed unanimously.

5. Informal Public Hearing – Zoning Text Amendment – Adding Outdoor Service Areas as a Temporary Use

Applicant: The City of Golden Valley

Jason Zimmerman, Planning Manager, started by reviewing that an interim use was discussed in 2021 to address issues facing Schuller’s regarding an outdoor patio. This expanded to include other types of temporary outdoor sales. A coning text amendment is needed to create a temporary Outdoor Service Area use that could be applied throughout the City in specific circumstances. City Council confirmed a desire to do this at a work session in late 2021.

Golden Valley current has three types of Temporary Uses allowed in the zoning chapter:
- Mobile food vending
- Season farm produce sales
- Temporary retail sales (warehouse sales at industrial properties)

Each targets a specific activity or event that is temporary in nature and each requires a permit from the City to operate. Introducing a fourth category would require a definition of an Outdoor Service Area, add as a permitted use in each district, and add new text to the temporary use section of code.

Staff proposes the following definition:
Outdoor Service Area: A defined space intended to provide outdoor seating/dining at a bar or restaurant or to allow for retail sales or services to be performed outside of a principal structure on a temporary basis. Outdoor service areas are not allowed in association with home occupations.

**Targeted Zoning Districts**
- Both Commercial and Mixed-Use zoning districts seem appropriate for an outdoor retail/service use
- R-3 and R-4 zoning districts allow retail and restaurant uses on the first floor so should also be included
- Schuller’s Tavern is zoned R-1 so including this zoning district makes sense
- R-2 is the only remaining residential district; including it for consistency would help address any issues of selective targeting that might be raised
- Application of any other Outdoor Service Area use in R-1 or R-2 would be extremely unlikely

The review and approval process would require hearings at Planning Commission and City Council, physical improvements would remain “temporary”.

**Conditions of Use**
- All Temporary Uses currently involve numerous conditions of approval that must be followed to mitigate potential impacts
- Similar steps are proposed for Outdoor Service Areas – especially those located in or adjacent to a residential area:
  - Parking
  - Hours of operation
  - Lighting
  - Noise
  - Visual screening

Outdoor service areas may vary in the duration of their permits, anywhere from as little as 3 days for a food truck and up to annually for an outdoor patio.

**Recommendation**
Staff recommends amending the text of Section 113-1: Definitions, Section 113-31: Temporary Uses, and Section 113-87: Summary Use Tables to allow for Outdoor Service Areas in targeted zoning districts.

Staff and commissioners discussed time frames, specificity in language, annual renewals,

Chair Pockl opened the hearing at 8:26 pm.
There were no in person commenters.
Paul Jacob, Schuller’s owner, the family has had ownership for 33 years. Jacob thanked the Commission for the opportunity. Caller noted that there was a lot of positive feedback when they had an outdoor service area during COVID. The owners have created a landscaping plan to help reduce noise and would like to build an outdoor structure that has curb appeal. Jacob stated that their team is open to adjustments and alterations to ensure they remain a good neighbor in the community.

Chair Pockl closed the hearing at 8:31 pm.

Commissioner Ginis stated that Schuller’s has demonstrated use without creating a negative impact to the neighborhood and added she believes that the owners will work through any issues that may arise. Given that, she supports the recommendation. Commissioner Segelbaum asked about additional information from an applicant that expands or goes beyond the code language requirement. Staff stated that they require a narrative from an applicant during the application process where those things would be addressed. The conversation went on to code language and what’s consistent between conditional and temporary uses.

MOTION made by Commissioner Ginis and seconded by Commissioner Johnson to follow staff recommendation and recommend approval of the temporary use language as discussed. Staff took a roll call vote and the motion passed unanimously.

Chair Pockl ended the televised portion of the meeting at 8:43 pm.

6. Council Liaison Report
Council Member La Mere-Anderson reported on the recent Joint Board and Commission Dinner as well as items from the regular Council meeting, including the annual Police Department report, introduction to new staff, and a vote to end the local mask mandate. She reported that there were two finalists for the Police Chief job and that they would be interviewed on March 7. She also notified the Commissioners that the State of the City would be presented at Under Pressure Brewing on Friday, March 4, at 3 pm.

7. Other Business
Staff confirmed Commissioner Brookins is scheduled for the March BZA meeting. The Commissioners who were in attendance for the Joint Board and Commission Dinner shared their feedback about the event. The group discussed the process for finding a replacement for Former Commissioner Baker.

8. Adjournment
MOTION by Commissioner Segelbaum to adjourn, seconded by Chair Pockl, and approved unanimously by roll call vote. Meeting adjourned at 9:01 pm.

________________________________
Andy Johnson, Secretary

________________________________
Amie Kolesar, Planning Assistant
Sec. 113-1. - Definitions.

Outdoor Service Area: A defined space intended to provide outdoor seating/dining at a bar or restaurant or to allow for retail sales or services to be performed outside of a principal structure on a temporary basis. Outdoor service areas are not allowed in association with home occupations.

Sec. 113-31. - Temporary Uses.

(a) Purpose and Intent. The purpose and intent of this section is to provide conditions under which certain temporary uses may be allowed while ensuring a minimum negative impact to neighboring land uses.

(b) Permitted Temporary Uses.

(1) Mobile food vending.

(2) Seasonal farm produce sales.

(3) Temporary retail sales.

(4) Outdoor service areas.

(c) Prohibited Temporary Uses. Temporary family health care dwellings, as defined in State law, are prohibited in all zoning districts.

(d) General Requirements.

(1) Mobile Food Vending. […]

(2) All Seasonal Farm Produce Sales. […]

(3) Temporary Retail Sales. […]

(4) Outdoor Service Areas. A permit for an outdoor service area may be granted after approval by the City Council and with any necessary conditions that prevent or minimize injurious effects upon the neighborhood. All permits for outdoor service areas shall be subject to the following conditions:

a. An outdoor service area shall be allowed only in a zoning district for which it is listed as a permitted use.

b. An application for an outdoor service area permit may be made by any governmental body, department, board, or commission, or by any person, individual or corporate, having a legal interest in the property described in the application. Each property site shall require its own application. Single applications may not be made for noncontiguous or scattered sites.

c. The City Manager or their designee shall refer the application to the Planning Commission to hold an informal public hearing. The applicant and all property owners within 500 feet of the subject site shall be notified of the informal public hearing by the U.S.
mail, not less than 10 days prior to the date of this informal public hearing. Such notice shall include the date, time, and place of the hearing and shall identify the subject site.

d. The Planning Commission shall make findings and recommendations to the City Council based upon any or all of the following factors (which need not be weighed equally) and shall present its findings and recommendations to the City Council in writing:

   (1) Consistency with the Comprehensive Plan of the City.
   (2) Effect upon property values in the neighboring area.
   (3) Effect of any anticipated traffic generation upon the current traffic flow and congestion in the area.
   (4) Increase in noise levels to be caused by the proposed use.
   (5) Any odors, dust, smoke, gas, or vibration to be caused by the proposed use.
   (6) Any increase in pests, including flies, rats, or other animals or vermin in the area to be caused by the proposed use.
   (7) Visual appearance of any proposed structure or use.
   (8) Any other effect upon the general public health, safety, and welfare of the City and its residents.

e. The City Council shall take no action on the application until it receives the Planning Commission’s recommendation, or until 60 days after such application has been submitted to the Planning Commission. Upon receiving the findings and recommendations of the Planning Commission, or the elapse of said 60-day period, the City Council shall call and conduct an official public hearing to consider the application.

f. Notice of the official public hearing shall be published in the official newspaper of the City not less than 10 days prior to the date of the hearing. Such notice shall include the date, time, and place of the hearing and shall reasonably identify the subject site. In addition, copies of the written notice in the form published shall be mailed to the applicant and to all property owners within 500 feet of the subject site not less than 10 days prior to the date of such official public hearing.

g. The City Council shall make findings and shall grant or deny a permit based upon any or all of the factors found above. The City Council may make its approval of the permit contingent upon such conditions as it determines necessary to prevent or minimize injurious effects upon the neighborhood. The City Council may also require that sufficient performance bonding by an acceptable surety be supplied by the property owner to ensure satisfactory compliance with the conditions imposed by the conditional use permit.

h. The City Council shall set forth in writing its decision, and the specific reasons for such decisions, following the official public hearing. The applicant shall be notified in writing of the City Council’s decision. If the application is denied in whole or in part or conditions are imposed, the reasons for such denial or for the imposition of conditions, shall accompany this notification.

i. No application which has been denied wholly or in part shall be resubmitted for a period of six months from the date of said denial, except on the grounds of new evidence or upon proof of changes of conditions. Each resubmission shall constitute a new filing and a new filing fee in an amount adopted by resolution of the City Council shall be required.

j. The initial term of an outdoor service area permit may not exceed one year. Upon application for an extension of the same use on the same site, succeeding outdoor service area permits may be approved for up to two years each if the Planning Commission and
City Council make the findings set forth above and also find that all previous conditions of approval have been satisfied.

k. Physical improvements associated with the outdoor service area shall be temporary in nature. At the conclusion of the approved permit period, all improvements shall be removed and the site restored to its former condition.

l. An outdoor service area permit shall expire and the use terminate at the earlier of:
   1. The expiration date established by the City Council at the time of approval, but in no event more than two years from the date of approval;
   2. The occurrence of any event identified in the outdoor service area permit for the termination of the use; or
   3. Upon an amendment of the City Code that no longer allows the outdoor service area.

m. Changes to an approved outdoor service area permit other than minor changes shall require amendment to the outdoor service area permit by the City. The requirements for application and approval of an outdoor service area permit amendment shall be the same as the requirements for original application and approval.

n. The City Council shall have the right to revoke or suspend any outdoor service area permit whenever the terms or conditions of such permit have been violated or broken. All such action by the City Council to revoke or suspend an outdoor service area permit shall be by means of a majority affirmative vote of City Council Members.

Sec. 113-87. – Summary Use Tables.

### Table 87-1 Residential Land Uses

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>R-1</th>
<th>R-2</th>
<th>R-3</th>
<th>R-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential facilities, Foster Homes, and Essential Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential facilities serving six or fewer persons</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Residential facilities serving up to 25 persons</td>
<td>C</td>
<td>C</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Foster family homes</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Group foster family homes</td>
<td>C</td>
<td>C</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Essential services, Class I</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor services areas</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

### Table 87-2 Economic and Business Land Uses

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>C</th>
<th>LI</th>
<th>I</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food, Entertainment, and Retail</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult-oriented services that require City licensing</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Breweries</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Brewpubs</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Catering establishments</td>
<td>P</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Land Use Description</td>
<td>MU-N</td>
<td>MU-C</td>
<td>MU-E</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td><strong>Class I restaurants</strong></td>
<td>P</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Class II restaurants</strong></td>
<td>C</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Class III restaurants</strong></td>
<td>C</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Cocktail rooms that occupy up to 50 percent of the gross floor area of the microdistillery</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Cocktail rooms that occupy 50 percent or more of the gross floor area of the microdistillery</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Distilleries</td>
<td>X</td>
<td>X</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Drive-through retail establishments</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hotels/motels</td>
<td>P</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Indoor entertainment and amusement</td>
<td>P</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Private clubs</td>
<td>X</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Micro-distilleries (limited and associated retail use such as merchandise related to the microdistillery may be sold)</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td><strong>Outdoor services areas</strong></td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Recreational uses (public and private), including gyms, skating rinks, etc.</td>
<td>P</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Retail establishments that sell tobacco</td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Sale or repair of firearms</td>
<td>X</td>
<td>R</td>
<td>R</td>
<td>X</td>
</tr>
<tr>
<td>Seasonal farm produce sales</td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Taprooms that occupy up to 50 percent of the gross floor area of the brewery</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Taprooms that occupy 50 percent or more of the gross floor area of the brewery</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Temporary retail sales</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>X</td>
</tr>
</tbody>
</table>

**Table 87-4 Mixed Use Land Uses**

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>MU-N</th>
<th>MU-C</th>
<th>MU-E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical clinics</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Hotels</td>
<td>X</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Restaurants, brewpubs</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>General retail/service</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Breweries</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Taprooms</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Micro-distilleries</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Cocktail rooms</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Parking</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Child care</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Drive-thru facilities</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Service Description</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Gasoline sales and automotive repair</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self storage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor storage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale or repair of firearms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firing range</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outdoor service areas</strong></td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>
The City Council for the City of Golden Valley hereby ordains as follows:

Section 1. City Code Section 113, Article I, entitled “Definitions” is amended to include the following Subdivisions:

Outdoor Service Area: A defined space intended to provide outdoor seating/dining at a bar or restaurant or to allow for retail sales or services to be performed outside of a principal structure on a temporary basis. Outdoor service areas are not allowed in association with home occupations.

Section 2. City Code Section 113-31, Article II, entitled “Temporary Uses” is amended in Subdivision (b) to include the following:

(4) Outdoor service areas.

Section 3. City Code Section 113-31, Article II, entitled “Temporary Uses” is amended in Subdivision (d) to include the following:

(4) Outdoor Service Areas. A permit for an outdoor service area may be granted after approval by the City Council and with any necessary conditions that prevent or minimize injurious effects upon the neighborhood. All permits for outdoor service areas shall be subject to the following conditions:

a. An outdoor service area shall be allowed only in a zoning district for which it is listed as a permitted use.

b. An application for an outdoor service area permit may be made by any governmental body, department, board, or commission, or by any person, individual or corporate, having a legal interest in the property described in the application. Each property site shall require its own application. Single applications may not be made for noncontiguous or scattered sites.

c. The City Manager or their designee shall refer the application to the Planning Commission to hold an informal public hearing. The applicant and all property owners within 500 feet of the subject site shall be notified of the informal public hearing by the U.S. mail, not less than 10 days prior to the date of this informal public hearing. Such notice shall include the date, time, and place of the hearing and shall identify the subject site.

d. The Planning Commission shall make findings and recommendations to the City Council based upon any or all of the following factors (which need not be weighed equally) and shall present its findings and recommendations to the City Council in writing:

(1) Consistency with the Comprehensive Plan of the City.
(2) Effect upon property values in the neighboring area.
(3) Effect of any anticipated traffic generation upon the current traffic flow and congestion in the area.
(4) Increase in noise levels to be caused by the proposed use.
(5) Any odors, dust, smoke, gas, or vibration to be caused by the proposed use.
(6) Any increase in pests, including flies, rats, or other animals or vermin in the area to be caused by the proposed use.
(7) Visual appearance of any proposed structure or use.
(8) Any other effect upon the general public health, safety, and welfare of the City and its residents.

e. The City Council shall take no action on the application until it receives the Planning Commission's recommendation, or until 60 days after such application has been submitted to the Planning Commission. Upon receiving the findings and recommendations of the Planning Commission, or the elapse of said 60-day period, the City Council shall call and conduct an official public hearing to consider the application.

f. Notice of the official public hearing shall be published in the official newspaper of the City not less than 10 days prior to the date of the hearing. Such notice shall include the date, time, and place of the hearing and shall reasonably identify the subject site. In addition, copies of the written notice in the form published shall be mailed to the applicant and to all property owners within 500 feet of the subject site not less than 10 days prior to the date of such official public hearing.

g. The City Council shall make findings and shall grant or deny a permit based upon any or all of the factors found above. The City Council may make its approval of the permit contingent upon such conditions as it determines necessary to prevent or minimize injurious effects upon the neighborhood. The City Council may also require that sufficient performance bonding by an acceptable surety be supplied by the property owner to ensure satisfactory compliance with the conditions imposed by the conditional use permit.

h. The City Council shall set forth in writing its decision, and the specific reasons for such decisions, following the official public hearing. The applicant shall be notified in writing of the City Council's decision. If the application is denied in whole or in part or conditions are imposed, the reasons for such denial or for the imposition of conditions, shall accompany this notification.

i. No application which has been denied wholly or in part shall be resubmitted for a period of six months from the date of said denial, except on the grounds of new evidence or upon proof of changes of conditions. Each resubmission shall constitute a new filing and a new filing fee in an amount adopted by resolution of the City Council shall be required.

j. The initial term of an outdoor service area permit may not exceed one year. Upon application for an extension of the same use on the same site, succeeding outdoor service area permits may be approved for up to two years each if the Planning
Commission and City Council make the findings set forth above and also find that all previous conditions of approval have been satisfied.

k. Physical improvements associated with the outdoor service area shall be temporary in nature. At the conclusion of the approved permit period, all improvements shall be removed and the site restored to its former condition.

l. An outdoor service area permit shall expire and the use terminate at the earlier of:

1. The expiration date established by the City Council at the time of approval, but in no event more than two years from the date of approval;
2. The occurrence of any event identified in the outdoor service area permit for the termination of the use; or
3. Upon an amendment of the City Code that no longer allows the outdoor service area.

m. Changes to an approved outdoor service area permit other than minor changes shall require amendment to the outdoor service area permit by the City. The requirements for application and approval of an outdoor service area permit amendment shall be the same as the requirements for original application and approval.

n. The City Council shall have the right to revoke or suspend any outdoor service area permit whenever the terms or conditions of such permit have been violated or broken. All such action by the City Council to revoke or suspend an outdoor service area permit shall be by means of a majority affirmative vote of City Council Members.

Section 4. City Code Section 113-97, Article III, entitled “Summary Use Tables” is amended so that Table 87-1 Residential Land Uses (Residential Facilities, Foster Homes, and Essential Services) reads as follows:

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>R-1</th>
<th>R-2</th>
<th>R-3</th>
<th>R-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Facilities, Foster Homes, and Essential Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential facilities serving six or fewer persons</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Residential facilities serving up to 25 persons</td>
<td>C</td>
<td>C</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Foster family homes</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Group foster family homes</td>
<td>C</td>
<td>C</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Essential services, Class I</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Outdoor services areas</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Section 5. City Code Section 113-97, Article III, entitled “Summary Use Tables” is amended so that Table 87-2 Economic and Business Land Uses (Food, Entertainment, and Retail) reads as follows:

Table 87-2 Economic and Business Land Uses
Section 6. City Code Section 113-97, Article III, entitled “Summary Use Tables” is amended so that Table 87-4 Mixed Use Land Uses (Commercial) reads as follows:

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>C</th>
<th>LI</th>
<th>I</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Food, Entertainment, and Retail</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult-oriented services that require City licensing</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Breweries</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Brewpubs</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Catering establishments</td>
<td>P</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Class I restaurants</td>
<td>P</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Class II restaurants</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Class III restaurants</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cocktail rooms that occupy up to 50 percent of the gross floor area of the microdistillery</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Cocktail rooms that occupy 50 percent or more of the gross floor area of the microdistillery</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Distilleries</td>
<td>X</td>
<td>X</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Drive-through retail establishments</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hotels/motels</td>
<td>P</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Indoor entertainment and amusement</td>
<td>P</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Private clubs</td>
<td>X</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Micro-distilleries (limited and associated retail use such as merchandise related to the microdistillery may be sold)</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Outdoor services areas</td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Recreational uses (public and private), including gyms, skating rinks, etc.</td>
<td>P</td>
<td>C</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Retail establishments that sell tobacco</td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Sale or repair of firearms</td>
<td>X</td>
<td>R</td>
<td>R</td>
<td>X</td>
</tr>
<tr>
<td>Seasonal farm produce sales</td>
<td>R</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Taprooms that occupy up to 50 percent of the gross floor area of the brewery</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Taprooms that occupy 50 percent or more of the gross floor area of the brewery</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Temporary retail sales</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>MU-N</th>
<th>MU-C</th>
<th>MU-E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical clinics</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Hotels</td>
<td>X</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Restaurants, brewpubs</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>General retail/service</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Breweries</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Activity</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Taprooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Micro-distilleries</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Mobile food vending</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Cocktail rooms</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Parking</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Child care</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Drive-thru facilities</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Gasoline sales and automotive repair</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Self storage</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Outdoor storage</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Sale or repair of firearms</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Firing range</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Outdoor service areas</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Section 7. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 15th day of March, 2022.

Shepard M. Harris, Mayor

ATTEST:

Theresa J. Schyma, City Clerk
RESOLUTION NO. 22-025

RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 732

WHEREAS, the City has adopted the above referenced amendment of the Golden Valley City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of the publication of the complete text is not justified.

NOT THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. 732

AN ORDINANCE AMENDING THE CITY CODE
Amending Chapter 113: Zoning to Allow for Outdoor Service Areas in Targeted Zoning Districts

This is a summary of the provisions of Ordinance No. 732 which has been approved for publication by the City Council.

At the March 15, 2022, City Council meeting, the Golden Valley City Council enacted Ordinance No. 732 amending City Code Chapter 113 to allow for the creation of temporary outdoor service areas for restaurants and other retail uses. The full ordinance is available to the public at the City Clerk’s Office, 7800 Golden Valley Road during normal business hours and online at www.goldenvalleymn.gov/code/.

Passed by the City Council of the City of Golden Valley, Minnesota on March 15, 2022.

_____________________
Shepard M. Harris, Mayor

Attested:

__________________
Theresa J. Schyma, City Clerk
Agenda Item
4. C. Public Hearing – Zoning Text Amendment – Screening and Outdoor Storage

Prepared By
Jason Zimmerman, Planning Manager

Summary
In recent years, staff has noted issues arising with some of the regulations currently outlined in the Screening and Outdoor Storage section of the Zoning Chapter. In an effort to better address concerns, text amendments are being offered to deal with rooftop mechanicals, the use of commercial lots for storage of personal vehicles and equipment, and (more recently) how outdoor self-storage lots are being utilized. The Planning Commission discussed these topics at their February 14 meeting and voted (5-0) to recommend approval of the changes at their meeting on February 28.

Background
The Zoning Chapter regulates a number of aspects of screening of mechanical and other visually impactful items, as well as where and how outdoor storage can take place in various settings and in a range of zoning districts. In 2018, as part of the recodification of the City Code, the majority of these regulations were clustered into Section 113-152: Screening and Outdoor Storage. This section provides some definitions, general regulations, regulations by zoning district (residential vs. other districts), and a list of certain exemptions.

While standards surrounding the screening of rooftop mechanicals have been in the City Code for many years, questions continue to be raised regarding some ambiguities in the language. City policy has been to require new mechanicals to be screened through some kind of parapet wall or other physical construction on the roof. This has caused pushback from HVAC contractors who typically prepare bids only contemplating the mechanical work, but are then faced with additional construction requirements which can be quite costly. This is less of an issue with new construction vs. existing buildings.

Staff is also not infrequently confronted with commercial parking lots for office, retail, industrial, etc., being used to “store” personal vehicles or equipment such as RVs, boats, trailers, or other autos. This has generated complaints from neighbors and often requires enforcement actions by the City. Zoning language is vague on this point and should be clarified to help strengthen staff’s hand.
Finally, recent complaints regarding semitrailers parking in lots designated for outdoor storage and idling for extended periods of time during cold weather has raised the question of if outdoor storage should be defined in code and/or prohibitions on specific uses included.

**Analysis**

*Rooftop Mechanical Screening*

Language around the screening of rooftop mechanicals currently reads as follows:

> All mechanical equipment, including rooftop units, shall be screened from view from the street right-of-way.

Due to the allowances for legal nonconformities listed in State statute and in City code ("Any nonconformity existing at the time of the adoption of an additional control under this chapter, including the lawful use or occupation of land or premises, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion"), rooftop mechanicals that are existing must be allowed to be replaced with mechanicals of a similar or smaller size without triggering the screening requirement. New mechanicals, or replacement mechanicals that are larger (expanded use), should follow the screening requirements included in code.

The Planning Commission helped draft language around this type of screening when it considered the new Architectural and Material Standards (Section 113-157). That language is a bit more specific:

> Rooftop equipment shall be screened from view from the public right-of-way by a parapet wall or a fence the height of which extends at least one foot above the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building.

In discussion with the Planning Commission, staff is recommending that the language in both sections be updated in order to be consistent and to be augmented with language that provides exemptions for equipment associated with solar and wind energy systems if screening would interfere with system operations.

> All mechanical equipment shall be screened from view from the street right-of-way. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.

*Storage of Personal Vehicles*

The Zoning Chapter is vague on what constitutes "storage" versus other uses such as "parking" in commercial lots. Over the years staff have been asked to address commercial equipment parked in an unassociated lot (a tree trimming truck, for example, being kept overnight for weeks at a time in a restaurant parking lot) or personal vehicles or equipment (such as a boat or trailer) being kept seasonally behind an industrial or retail operation.
Staff believes defining “parking” and “storage” within Section 113-152 would help address this issue and offers the following:

**Parking:** In non-residential zoning districts, the temporary use of designated spaces for vehicles associated with the primary operation of a site or as the principal use where allowed.

**Storage:** The placement of an item or vehicle in a location for a period of time in order to retrieve for future use or sale.

These definitions would preserve the use of a commercial lot for the parking of vehicles for employees and customers (or as a dedicated stand-alone parking lot), but would discourage the use of that same area for longer-term storage of equipment or other items. Certain uses, such as lumber yards or auto sales lots, already explicitly allow the storage of materials, equipment, or inventory as long as it is associated with the principal use and is screened from view.

**Idling Vehicles**

While there are prohibitions around parking/storing commercial vehicles on-street, those same standards are not in effect for non-residential private properties. Outdoor storage lots typically house large seasonal vehicles or equipment such as RVs, boats, fish houses, etc., but the zoning code does not currently limit what can be stored there and so the possibility of using these locations for shorter-term parking of semitrailers is not specifically prohibited. When these lots are near residential neighborhoods, the noise and odors associated with idling can generate complaints.

In order to address this problem, staff recommends calling out Outdoor Storage specifically as a use only allowed in the Industrial Zoning District and further restricting the use by prohibiting overnight parking of semis or other vehicles or equipment. This could support enforcement of longer-term leases and avoid some of the attractions of a day-to-day or week-to-week arrangement. If this does not sufficiently address the problem of idling vehicles, additional regulations may need to be considered.

Full draft language around Screening and Outdoor Storage is attached.

**Financial Or Budget Considerations**

None.

**Recommended Action**

- Motion to adopt Ordinance No. 733 Amending Section 113-87: Summary Use Tables, Section 113-152: Screening and Outdoor Storage, and Section 113-87: Architectural and Material Standards to Update Regulations around the Screening of Mechanicals and Outdoor Storage.
- Motion to adopt Resolution No. 22-026, Authorizing Summary Publication of Ordinance No. 733
Supporting Documents

- Minutes from Planning Commission meeting of February 28, 2022 (3 pages)
- Selected Draft Language for Screening and Outdoor Storage (4 pages)
- Ordinance No. 733, Amending Section 113-87: Summary Use Tables, Section 113-152: Screening and Outdoor Storage, and Section 113-87: Architectural and Material Standards to Update Regulations around the Screening of Mechanicals and Outdoor Storage (3 pages)
- Resolution No. 22-026, Authorizing Summary Publication of Ordinance No. 733
REGULAR MEETING MINUTES

This meeting was conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The City used Webex to conduct this meeting and members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, or by dialing in to the public call-in line.

1. Call to Order
The meeting was called to order at 7:02 pm by Chair Pockl.

Roll Call
Commissioners in person: Sophia Ginis, Lauren Pockl
Commissioner remote: Andy Johnson, Mike Ruby, Chuck Segelbaum
Commissioners absent: Adam Brookins
Staff present: Jason Zimmerman – Planning Manager
Council Liaison present: Denise La Mere-Anderson

2. Approval of Agenda
Chair Pockl asked for a motion to approve the agenda.
MOTION made by Commissioner Johnson, seconded by Commissioner Pockl, to approve the agenda of February 28, 2022.
Staff took a roll call vote. Motion carried.

3. Approval of Minutes
Chair Pockl asked for a motion to approve the minutes from February 14, 2022.
Commissioner Johnson noted an edit on page two. Johnson had commented that the requirement is for fencing to be one foot higher than the roof-top equipment. He would like the opportunity to reduce that height burden as the perspective from the ground blocks the equipment. Staff noted the edit and made changes accordingly.
MOTION made by Commissioner Ginis, seconded by Commissioner Segelbaum to approve.
Staff took a roll call vote. Motion carried.

4. Informal Public Hearing – Screening and Outdoor Storage
Applicant: The City of Golden Valley

Jason Zimmerman, Planning Manager, reminded the group that this item was discussed numerous times and most recently at the previous Planning Commission meeting. Staff reviewed current rooftop mechanical screening, current regulations, existing units, and new mechanicals must follow code. Staff
reviewed the previous meeting where Commissioners were not interested in creating exemptions beyond those necessary to protect the operations of solar and wind energy systems.

Staff reviewed the areas addressed:

**Storage of Personal Vehicles**
- To respond to complaints regarding personal vehicles/equipment being stored on commercial lots, staff suggests creating definitions for “storage” and “parking” to help clarify when each can take place.
- On commercial lots, vehicles must either meet the definition of “parking” or else be screened (or removed) as required by regulations related to “storage”

**Idling Vehicles**
- Current City standards do a poor job of regulating idling vehicles, such as semis, on private property.
- Zoning regulations can help by clearly defining Outdoor Storage as a restricted use in Industrial districts, and then prohibiting the overnight parking of semitrailers.

**Staff Recommendation**
Staff recommends amending the text of Section 113-87: Summary Use Tables, Section 113-152: Screening and Outdoor Storage, and Section 113-157: Architectural and Material Standards to update regulations around the screening of mechanicals and outdoor storage.

Commissioners and staff discussed code language, formatting. **Commissioner Johnson** asked how staff defines the passing of time between “temporary” and “period of time”. Staff reviewed parking as a vehicle that is parked and used regularly while storage of an item is not moved for a longer timeframe. This language does not open the code to allow for more storage and if Commissioners would like to restrict storage, that would be another meeting and discussion. Staff and Commissioners discussed wind and solar systems while reviewing details of separating operational pieces from mechanical pieces for screening.

The conversation continued on to discuss idling vehicles and parking, storage of vehicles and idling, as well as different zoning districts. **Commissioner Ginis** mentioned the possibility of this regulation hurting a business that may need to leave an idling vehicle while doing business, such as for a delivery. Staff confirmed this regulation isn’t to restrict business but rather maintain conformance in an area zoned only for storage.

Commissioners and staff reviewed potential edge scenarios as well as discussed current language in Minneapolis.

**Chair Pockl** opened the public hearing at 7:42 pm.
There were no in person commenters.
There were no callers.
**Chair Pockl** closed the public hearing at 7:44 pm.
Jason Zimmerman, Planning Manager, reminded the group to address Commissioner Johnson’s question about the height of screening for rooftop mechanicals. Johnson asked for clarification on the height of the screening and its opacity. Staff said the original language was adopted from another city and also the height is consistent with other areas in the zoning code. Staff is amenable to a change if commissioners decide on one. Staff reviewed the definition of screening and commissioners mentioned adjusting the language to say the screening is at least the height of the mechanicals. This includes adjusting screening as rooftop units are updated. The conversation moved on to other aspects of rooftop mechanicals and screening.

The group moved on to storage of personal vehicles and staff summarized the desire to clearly apply definitions of parking and storage to non-residential uses. Commissioners and staff discussed zoning districts and unintended consequences, tightening up code language, and clarifying parking and storage definitions.

The group continued on to idling vehicles and staff summarized that they discussed defining outdoor storage as a restricted use in an Industrial zoning district. This is intended to address surface lots and not incidental storage associated with industrial or another use.

MOTION made by Commissioner Ginis and seconded by Commissioner Johnson to follow staff recommendation for the three items, with the language suggested by Commissioner discussion.

Staff took a roll call vote and the motion passed unanimously.

5. Informal Public Hearing – Zoning Text Amendment – Adding Outdoor Service Areas as a Temporary Use

Applicant: The City of Golden Valley

Jason Zimmerman, Planning Manager, started by reviewing that an interim use was discussed in 2021 to address issues facing Schuller’s regarding an outdoor patio. This expanded to include other types of temporary outdoor sales. A coning text amendment is needed to create a temporary Outdoor Service Area use that could be applied throughout the City in specific circumstances. City Council confirmed a desire to do this at a work session in late 2021.

Golden Valley current has three types of Temporary Uses allowed in the zoning chapter:

- Mobile food vending
- Season farm produce sales
- Temporary retail sales (warehouse sales at industrial properties)

Each targets a specific activity or event that is temporary in nature and each requires a permit from the City to operate. Introducing a fourth category would require a definition of an Outdoor Service Area, add as a permitted use in each district, and add new text to the temporary use section of code.

Staff proposes the following definition:
Table 87-2. Economic and Business Uses.

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>C</th>
<th>L1</th>
<th>I</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Warehousing and Wholesale</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greenhouses</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Bulk storage of gas, fuel oil, chemicals, and other liquid or solid materials which may be considered hazardous or toxic</td>
<td>X</td>
<td>X</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Outdoor sales, including car lots, nurseries, and equipment rentals</td>
<td>C</td>
<td>X</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td><strong>Outdoor storage for vehicles and equipment</strong></td>
<td>X</td>
<td>X</td>
<td>R</td>
<td>X</td>
</tr>
<tr>
<td>Recycling drop-off facilities</td>
<td>X</td>
<td>C</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Recycling facilities</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Laundries and dry-cleaning plants</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Lumber yards, including outside storage</td>
<td>X</td>
<td>X</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Warehouses</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Wholesale-retail distribution centers</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
</tbody>
</table>

Sec. 113-152. Screening and Outdoor Storage.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Berm:* An earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise, or fulfill other similar purposes.

(*Fence:* A structural enclosure or barrier used as a boundary, means of protection, or concealment.

*Front Yard:* The portion of a lot between the street right-of-way and the front plane of the principal structure. This area may be deeper than the yard required by the front yard setback.

*Parking:* In non-residential zoning districts, the temporary use of designated spaces for vehicles associated with the primary operation of a site or as the principal use where allowed.

.Screening:* A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

*Storage:* The placement of an item in a location for a period of time in order to retrieve for future use or sale.

*Trailer:* An unpowered vehicle used for multiple purposes, including, but not limited to, hauling a boat, personal motorized recreational vehicle, or fish house.

(b) *General Regulations.* All zoning districts are subject to the following requirements:
(1) The side of a fence without primary structural supports shall be considered the finished side and must face outward from the property on which it is constructed towards the adjacent property and/or street. If a fence has two similarly finished sides, either side may face the adjacent property and/or street.

(2) All berms, screening, and fences, including fence footings, must be located entirely on the property for which they are being constructed. A property owner installing a new fence must accurately determine lot lines prior to installing a fence.

(3) All berms, screening, and fences shall be maintained and kept in good repair by property owners. Any hazardous fence or fence in a state of disrepair shall be repaired or removed by the property owner within 30 days of notice by the City. If a property owner fails to comply with such notice, in addition to all other applicable penalties under City Code, the City may remove the fence and assess the property owner the cost of such removal.

(4) All berms, screening, and fences shall comply with the right-of-way management regulations of the City Code.

(5) Electrified fences are prohibited. Barbed wire fences are prohibited except in the Light Industrial or Industrial Zoning Districts as described below.

(6) All mechanical equipment shall be screened from view from the street right-of-way. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.

(7) For all other standards related to visual nuisances and threats to the health, safety, and welfare of the community, the City's adopted International Property Maintenance Code shall apply.

(c) Regulations By Zoning District. Fences and the screening of outdoor storage shall be governed by the following provisions:

(1) All Residential Zoning Districts.
   a. Fences in all front yards shall not exceed four feet in height. Fences in side and rear yards shall not exceed six feet in height.
   b. Storage in all front yards may occur solely upon a driveway and in no other location. Any storage shall be behind the lot line.
   c. Only one of the following may be stored in all front yards of any lot:
      1. Recreational camping vehicle.
      2. Trailer.
   d. No personal motorized recreational vehicle or boat may be stored in a front yard, except upon a trailer.
e. The storage in any front yard of landscaping or construction materials may not exceed 30 days.

f. Items stored in the side and rear yard may not be stored within five feet of the lot line.

g. All outdoor storage, including any storage of a motorized vehicle, recreational camping vehicle, fish house, trailer, boat, or personal motorized recreational vehicle, in the side or rear yard must be screened from view of adjacent properties by a wall or fence not more than six feet in height and not less than 75 percent opacity, or by vegetation of not less than six feet in height and not less than 75 percent opacity year round.

h. Views of storage in any side or rear yard from the street right-of-way must be at least 50 percent obscured by screening.

i. All mechanical equipment, including rooftop units, shall be screened from view from the street right-of-way.

(2) All Other Zoning Districts.

a. Fences shall not exceed eight feet in height except as noted below.

b. Barbed wire fences are permitted in Light Industrial and Industrial Zoning Districts. No barbed wire shall be erected upon any fence at a height lower than seven feet.

c. No materials or equipment shall be stored outside, unless screened in such a manner as not to be visible from adjacent properties or street right-of-way. All outdoor storage shall be screened by a wall, fence, or vegetation not less than six feet in height and not less than 90 percent opacity year round. No storage shall be permitted within required landscaped areas.

d. Storage of automobile sales inventory on surface lots is allowed by conditional use permit in the Light Industrial and Industrial Zoning Districts. With the permission of the property owner, automobile sales inventory may be stored in parking ramps in the Office Zoning District. The City reserves the right to disallow this storage if parking for the principal uses is negatively impacted.

e. A solid screen, consisting of either a solid fence or wall not less than six feet in height, or a planted landscape screen providing at least 90 percent opacity year round and at least six feet in height at the time of planting, shall be installed and maintained along all lot lines separating an Industrial Zoning District from any Residential or Institutional Zoning District.

f. All waste material, debris, refuse, junk or damaged vehicles, or vehicles under repair or being stored in connection with repair services, shall be either kept entirely within an enclosed building or completely screened from adjacent properties and street rights-of-way.
g. **All mechanical equipment, including rooftop units, shall be screened from view from the street right-of-way.**

Outdoor storage as a principal use in an Industrial Zoning District shall not include overnight parking of semitrailers or other vehicles or equipment.

(d) **Exceptions.** Any deviation from this section shall require a variance in accordance with this chapter except for the following:

1. Tennis and basketball courts in all zoning districts may have a single perimeter fence no higher than 10 feet. Such fences shall be located to the rear of the principal structure and shall require a minimum three-foot strip of landscaping around the entire perimeter.

2. A wall or fence not exceeding six feet in height is permitted in the front yard of all properties directly adjoining a minor arterial street or adjoining the frontage road of a principal arterial, freeway, or expressway; as designated by the City.

3. A wall or fence not exceeding 12 feet in height is permitted in Light Industrial and Industrial Zoning Districts solely for the purpose of screening outdoor storage areas.

4. The screening requirement for mechanical equipment located in the side yards of properties in Light Industrial and Industrial Zoning Districts may be waived by the City Manager or his/her designee.

5. A portion of the required screening for properties in the Commercial, Light Industrial, and Industrial Zoning Districts may be waived for enhanced security and public safety purposes at the discretion of the City Manager or their designee, and only upon request by the Golden Valley Police Department.

**Sec. 113-157. Architectural and Material Standards.**

(c), (d), (e), (f), and (g)

All mechanical equipment shall be screened from view from the street right-of-way. Rooftop equipment shall be screened by a parapet wall or a fence the height of which extends at least one foot above is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.
ORDINANCE NO. 733
AN ORDINANCE AMENDING THE CITY CODE
Amending Chapter 113: Zoning to Update Regulations
Around the Screening of Mechanicals and Outdoor Storage

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

Section 1. City Code Section 113-97, Article III, entitled “Summary Use Tables” is amended so that Table 87-2 Economic and Business Land Uses (Warehousing and Wholesale) reads as follows:

<table>
<thead>
<tr>
<th>Land Use Description</th>
<th>C</th>
<th>L</th>
<th>I</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehousing and Wholesale</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greenhouses</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Bulk storage of gas, fuel oil, chemicals, and other liquid or solid materials which may be considered hazardous or toxic</td>
<td>X</td>
<td>X</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Outdoor sales, including car lots, nurseries, and equipment rentals</td>
<td>C</td>
<td>X</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Outdoor storage for vehicles and equipment</td>
<td>X</td>
<td>X</td>
<td>R</td>
<td>X</td>
</tr>
<tr>
<td>Recycling drop-off facilities</td>
<td>X</td>
<td>C</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Recycling facilities</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Laundries and dry-cleaning plants</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Lumber yards, including outside storage</td>
<td>X</td>
<td>X</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Warehouses</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Wholesale-retail distribution centers</td>
<td>X</td>
<td>P</td>
<td>P</td>
<td>X</td>
</tr>
</tbody>
</table>

Section 2. City Code Section 113-152, Article IV, entitled “Screening and Outdoor Storage” is amended to include the following in Subdivision (a):

Parking: In non-residential zoning districts, the temporary use of designated spaces for vehicles associated with the primary operation of a site or as the principal use where allowed.

Storage: The placement of an item in a location for a period of time in order to retrieve for future use or sale.

Section 3. City Code Section 113-152, Article IV, entitled “Screening and Outdoor Storage” is amended by adding the following in Subdivision (b) and re-numbering accordingly:

(6) All mechanical equipment shall be screened from view from the street right-of-way. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.
Section 4. City Code Section 113-152, Article IV, entitled “Screening and Outdoor Storage” is amended by deleting Subdivision (c)(1)(i).

Section 5. City Code Section 113-152, Article IV, entitled “Screening and Outdoor Storage” is amended in Subdivision (c)(2) to read as follows:

g. Outdoor storage as a principal use in an Industrial Zoning District shall not include overnight parking of semitrailers or other vehicles or equipment.

Section 6. City Code Section 113-157, Article IV, entitled “Architectural and Materials Standards” is amended in Subdivision (c)(1) to read as follows:

d. Screening. Utility service structures (such as utility meters, utility lines, and transformers), refuse and recycling containers, and other ancillary equipment must be inside a building or be screened from off-site views. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.

Section 7. City Code Section 113-157, Article IV, entitled “Architectural and Materials Standards” is amended in Subdivision (d)(1) to read as follows:

d. Screening. Utility service structures (such as utility meters, utility lines, and transformers), refuse and recycling containers, and other ancillary equipment must be inside a building or be screened from off-site views. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.

Section 8. City Code Section 113-157, Article IV, entitled “Architectural and Materials Standards” is amended in Subdivision (e)(1) to read as follows:

d. Screening. Utility service structures (such as utility meters, utility lines, and transformers), refuse and recycling containers, and other ancillary equipment must be inside a building or be screened from off-site views. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.
Section 9. City Code Section 113-157, Article IV, entitled “Architectural and Materials Standards” is amended in Subdivision (g)(1) to read as follows:

d. Screening. Utility service structures (such as utility meters, utility lines, and transformers), refuse and recycling containers, and other ancillary equipment must be inside a building or be screened from off-site views. Rooftop equipment shall be screened by a parapet wall or a fence the height of which is at least equal to the top of the rooftop equipment and is compatible with exterior materials and architectural features of the building. Equipment associated with solar and wind energy systems are exempt from this provision if screening would interfere with system operations.

Section 10. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 15th day of March, 2022.

_____________________
Shepard M. Harris, Mayor

ATTEST:

________________________
Theresa J. Schyma, City Clerk
RESOLUTION NO. 22-026

RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 733

WHEREAS, the City has adopted the above referenced amendment of the Golden Valley City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of the publication of the complete text is not justified.

NOT THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. 733

AN ORDINANCE AMENDING THE CITY CODE
Amending Chapter 113: Zoning to Update Regulations
Around the Screening of Mechanicals and Outdoor Storage

This is a summary of the provisions of Ordinance No. 733 which has been approved for publication by the City Council.

At the March 15, 2022, City Council meeting, the Golden Valley City Council enacted Ordinance No. 733 amending City Code Chapter 113 to allow for the creation of temporary outdoor service areas for restaurants and other retail uses. The full ordinance is available to the public at the City Clerk’s Office, 7800 Golden Valley Road during normal business hours and online at www.goldenvalleymn.gov/code/.

Passed by the City Council of the City of Golden Valley, Minnesota on March 15, 2022.

_____________________
Shepard M. Harris, Mayor

Attested:

________________________
Theresa J. Schyma, City Clerk
Agenda Item
5. A. 1. Zoning Map Amendment for Artessa Senior Cooperative located on a Portion of 7001 Golden Valley Road

Prepared By
Jason Zimmerman, Planning Manager

Summary
At the February 2, 2022, meeting of the City Council, Artessa Development, LLC, brought a petition to amend the City’s Future Land Use Map and to rezone a portion of the property addressed as 7001 Golden Valley Road for High Density Residential use instead of the current designation of Institutional (Parks and Natural Areas). This would allow for the construction of a senior cooperative building.

At the meeting, a public hearing was held for both items and the Council voted (4-1) to approve a resolution related to the change in land use. This action required additional review by the Metropolitan Council since it would require modification to the City’s Comprehensive Plan, and so the rezoning was tabled until this outside review could be completed.

In late February, the Metropolitan Council notified City staff that it had completed its review of the Comprehensive Plan Amendment and approved the change. With this approval in place, staff is returning to the City Council in order to consider the Zoning Map amendment. Consideration of a preliminary plat request is also appropriate at this time and is addressed in a separate staff memo.

Staff Findings
Staff’s findings on this rezoning have not changed since the public hearing in February:

1. The City would benefit from the addition of affordable units that would be required as a result of a change in zoning.
2. The proposed use of this site for High Density Residential – and more specifically as a senior cooperative building – fits with a number of the goals and objectives of the Comprehensive Plan while potentially conflicting with others.
3. The site is currently in an area with a variety of zoning designations nearby, but none are as intense or allow for the extent of massing that could result here should the property be zoned for High Density Residential.
4. Instead of acting as a transition between different zoning designations (Single-Family Residential (R-1) and Office to Institutional - Parks and Natural Areas), the proposed designation could
function as a barrier by inserting a more intense designation between other less intense designations.

5. A High Density Residential zoning designation has typically be located near a commercial node – providing access to retail and services – or on a major roadway with access to high frequency transit. The location being proposed lacks those qualities. Senior housing, however, may benefit from being removed from a busier corridor.

6. Though potential residents of a multi-family building would have views of the Golden Valley Country Club grounds, the site is private property and no public open space is nearby to allow for outdoor recreation (active or passive).

7. Engineering staff have concluded that the amount of traffic generated by a senior use is able to be absorbed by Country Club Drive given its current traffic levels and its type of construction. The increase in trips would not impact the safety or operations of the associated intersections.

8. A specific project has been proposed in association with the change in zoning, but there is no guarantee a more intense or impactful proposal would not emerge that would be allowed once a High Density Residential zoning district was established.

Financial Or Budget Considerations
None

Recommended Action
• Motion adopt Ordinance No. 731, Amending the Zoning Map and Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional - Parks and Natural Areas (I-P) to High Density Residential (R-4).

• Motion to adopt Resolution No. 22-027 Authorizing Summary Publication of Ordinance No. 731.

Supporting Documents
• Ordinance No. 731, Amending the Zoning Map and Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional - Parks and Natural Areas (I-P) to High Density Residential (R-4) (3 pages)
• Resolution No. 22-027, Authorizing Summary Publication of Ordinance No. 731 (1 page)
ORDINANCE NO. 731
AN ORDINANCE AMENDING THE CITY CODE CHAPTER 113
Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional - Parks and Natural Areas (I-P) to High Density Residential (R-4)
Artessa Development, LLC, Applicant

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

Section 1. City Code chapter 113 entitled “Zoning” is amended in Section 113-55 Subd. (b) by changing the zoning designation of certain tracts of land from Institutional - Parks and Natural Areas (I-P) to High Density Residential (R-4).

Section 2. The tracts of land affected by this ordinance are legally described as:

Lots 1 to 9, both inclusive, Block 1, Bitzer's Place, Hennepin County, Minnesota, according to the recorded plat thereof, Hennepin County, Minnesota. Together with all of Fred Place, and alleys except the West 25 feet thereof dedicated in the plat of Bitzer's Place, as vacated in Document No. 9061961.

Lots 337 to 356, both inclusive, Belmont, according to the recorded plat thereof, Hennepin County, Minnesota.

Commencing 258.08 feet East of the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 32, Township 118, North Range 21, West of the 5th Principal Meridian; thence North to the center of the Watertown Road, thence West along said road to a point 2 rods East of the West line of the Southeast Quarter of the Northwest Quarter, thence North to a point 2 rods East and 2 rods South of the North line of Section 32; thence East and parallel with the North line of Section 32, 78 rods to the center line of the section; thence South 78 rods to the quarter section line, thence East 80 rods to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section; thence South to the Southeast corner of said Southwest Quarter of said Northeast Quarter; thence West along the center line of said Section to the point of beginning, Hennepin County, Minnesota.

The following described land, to-wit: The West 3/4 of the Northwest Quarter of the Northeast Quarter of said Section 32, Township 118, Range 21, except however, the right of way of the Electric Short Line Railroad Company across the said land as described in a deed recorded in Book 670 of Deeds, Page 60; also except the land conveyed to the Electric Short Line Railroad Company by a deed recorded in Book 720 of Deeds, Page 640, and lying Northerly of Golden Valley Road, Hennepin County, Minnesota.

The West 330 feet of the Northeast Quarter of the Northeast Quarter of Section 32, Township 118, Range 21, except that part thereof taken for the Electric Short Line Railroad right of way. Also that parcel of land described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 32, Township 118, Range 21; thence East along the center line of said Section, 330 feet; thence South and parallel with the West line of the Northeast Quarter of the Southeast Quarter, 47.5 feet to the Northerly line of the County Road as now laid out and opened; thence Northwesterly along the Northerly line of said County Road to the point of beginning, Hennepin County, Minnesota.
North 2 rods of East 40 rods of Northeast Quarter of the Northwest Quarter of Section 32, Township 118, Range 21, Hennepin County, Minnesota.

All that part of the East Quarter of the Northwest Quarter of the Northeast Quarter of Section 32, Township 118, Range 21, described as follows, to-wit: Beginning at a point in the center line of County Highway No. 6, commonly known as 19th Avenue North, where the center line of said road is intersected by the West line of the East Quarter of the Northwest Quarter of the Northeast Quarter of said Section 32, thence North along the West line of said East Quarter of Northwest Quarter of Northeast Quarter to a point 346.3 feet South of the North line of said Section, said point being the Southwest corner of that certain tract of land deeded by Fred H. Hanover to Aug. Jacob and Aug. Walz in Book 1173 of Deeds, Page 363; thence Northeasterly making an angle of 80 degrees to the right from said last described course along the Southerly line of said tract deeded to Aug. Jacob and Aug. Walz a distance of 60.97 feet to a point 60 feet due East of the West line of the East Quarter of the Northwest Quarter of Northeast Quarter; thence South parallel with and 60 feet due East of West line of East Quarter of Northwest Quarter of Northeast Quarter, a distance of 830 feet, more or less, to the center line of said County Highway No. 6; thence Southwesterly along the center line of said Highway to the point of beginning, Hennepin County, Minnesota.

West Sixty (W 60) feet of that part of the East Quarter of the Northwest Quarter of the Northeast Quarter of Section 32, Township 118, North Range 21, West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 32; thence South along the East line of said Northwest Quarter of the Northeast Quarter of Section 32 a distance of 255.75 feet; thence Southwesterly making an angle of 48 degrees and 45 minutes to the right from said last described course a distance of 53.54 feet; thence Southwesterly making an angle of 25 degrees and 54 minutes to the right from said last described course a distance of 95.1 feet; thence Westerly a distance of 195.3 feet to a point in the West line of the East Quarter of Northwest Quarter of Northeast Quarter of said Section 32 said point being 346.3 feet South of the North line of said Section 32; thence North along the West line of said East Quarter of Northwest Quarter of Northeast Quarter to the North line of said Section; thence East along the North line of said Section 32 a distance of 327.05 feet to the point of beginning.

Hennepin County, Minnesota, Abstract Property and Torrens Property

Section 3. City Code Chapter 1 entitled “General Provisions” and Sec. 1-8 entitled “General Penalty; Continuing Violations” are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. This ordinance shall take effect form and after its passage and publication as required by law.

Adopted by the City Council this 15th day of March 2022.

____________________
Shepard M. Harris, Mayor

ATTEST:

________________________
Theresa J. Schyma, City Clerk
RESOLUTION NO. 22-027

RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 731

WHEREAS, the City has adopted the above referenced amendment of the Golden Valley City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of the publication of the complete text is not justified.

NOT THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. 731

AN ORDINANCE AMENDING THE CITY CODE
Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional - Parks and Natural Areas (I-P) to High Density Residential (R-4)
Artesa Development, LLC, Applicant

This is a summary of the provisions of Ordinance No. 731 which has been approved for publication by the City Council.

At the March 15, 2022, City Council meeting, the Golden Valley City Council enacted Ordinance No. 731 amending City Code Chapter 113 to change the zoning designation of certain tracts of land from Institutional - Parks and Natural Areas to High Density Residential (R-4). The full ordinance is available to the public at the City Clerk’s Office, 7800 Golden Valley Road during normal business hours and online at www.goldenvalleymn.gov/code/.

Passed by the City Council of the City of Golden Valley, Minnesota on March 15, 2022.

Shepard M. Harris, Mayor

Attested:

Theresa J. Schyma, City Clerk
Agenda Item
5. A. 2. Approve Preliminary Plan for Subdivision for Artessa Senior Cooperative located on a Portion of 7001 Golden Valley Road

Prepared By
Jason Zimmerman, Planning Manager

Summary
As referenced in the accompanying zoning memo, at the February 2, 2022, meeting of the City Council, the Council voted to approve a land use change for the property located in the southeast portion of 7001 Golden Valley Road. This action required additional review by the Metropolitan Council. With this approval now in place, staff is returning to the City Council with a request for approval of a preliminary plat to divide the existing property and create a new 2.35 acre parcel in order to allow the applicant to proceed with a proposal to develop the site as a senior cooperative building.

Evaluation of Preliminary Plat
According to Section 109-67 of the City Code, the following are the regulations governing approval of preliminary plats for subdivisions:

<table>
<thead>
<tr>
<th>Factor/Finding</th>
<th>1. The Council may require changes or revisions as it deems necessary for the health, safety, general welfare, and convenience of the City.</th>
<th>Standard met. There is no need for the dedication of additional right-of-way at this time.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. The approval of a preliminary plat is tentative only, involving only the general acceptability of the layout as submitted.</td>
<td>Standard met. Staff have reviewed the layout and find it to be generally acceptable.</td>
</tr>
<tr>
<td></td>
<td>3. Prior to approval of the preliminary plat by the Council, the engineering proposals pertaining to water supply, storm drainage, sanitary sewer service, roadway widths, traffic impacts, and the surfacing of streets shall be approved by the City engineer and other public officials having jurisdiction.</td>
<td></td>
</tr>
</tbody>
</table>

Executive Summary

Standard conditionally met. While the specifics of the site design remain to be fully developed as part of the submittals for the potential site development, there are no known issues related to water supply, storm drainage, or sanitary sewer service. Increases in traffic created by this proposal, while impacting adjacent properties, would not rise to the level of concern with respect to congestion or roadway condition. Staff are requiring copies of shared access agreements with the Golden Valley Country Club for review.

4. No plat shall be approved for a subdivision which covers an area subject to periodic flooding or which contains extremely poor drainage facilities and which would make adequate drainage of the streets and lots difficult or impossible, unless the subdivider agrees to make improvements which will, in the opinion of the City Engineer, make the area completely safe for occupancy and provide adequate street and lot drainage.

Standard met. The City Engineer has determined that the site should drain adequately.

5. No plat shall be approved for a subdivision that does not meet the requirements specified in this chapter.

Standard met.

Financial Or Budget Considerations
None.

Recommended Action
Based on the findings above, motion to approve the proposed Preliminary Plan for Subdivision for a portion of 7100 Golden Valley Road (Artessa at Golden Valley) subject to the following conditions:

1. The applicant shall include on the final plat the dedication of all drainage and utility easements deemed necessary to meet City Code requirements.
2. A park dedication fee equal to 6% of the land value shall be paid prior to the release of the final plat.
3. The applicant shall provide copies of the shared use access easements/agreements over the Golden Valley Country Club property for vehicle trips associated with the development onto Country Club Drive and Golden Valley Road for review by the City.
4. The City Attorney will determine if a title review is necessary prior to approval of the final plat.

Supporting Documents
• Preliminary Plat for Artessa Golden Valley (1 page)
ARTESSA GOLDEN VALLEY

Chris F. Mavis, County Surveyor
Amber Bougie, County Recorder
Amber Bougie, Registrar of Titles

By: M. O'Clock, at 20 day of __________, 20

Width Varies

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this day of __________, 20

Hennepin County, Minnesota

I hereby certify that taxes payable in 20 __________ have been paid for land described on this plat, dated this day of __________, 20

REGISTRAR OF TITLES, Deputy

COUNTY RECORDER, Deputy

RESIDENT AND REAL ESTATE SERVICES

This plat of ARTESSA GOLDEN VALLEY was approved and accepted by the City Council of Golden Valley, Minnesota at a regular meeting thereof held at __________, 20

This instrument was acknowledged before me this day of __________, 20

By: Rory L. Synstelien, Licensed Land Surveyor

SURVEYORS CERTIFICATE

I, Rory L. Synstelien do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct survey of the land described hereon and that all public ways are shown on this plat and all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown by this plat.

In witness whereof said (COMPANY NAME), a (TYPE OF COMPANY), has caused these presents to be signed by its proper officer this day of __________, 20

By: SIGNED: (COMPANY NAME)

STATE OF MINNESOTA, COUNTY OF __________

I hereby certify that I am __________, the __________ of the City of Golden Valley, Minnesota, and that I have examined the plat of ARTESSA GOLDEN VALLEY recorded herein, and that the plat is a true and correct copy of the plat recorded as __________, in the office of the County Recorder of Hennepin County, Minnesota.

In witness whereof said __________ has caused these presents to be signed by its proper officer this day of __________, 20

By: __________

State of Minnesota, County of __________

I hereby certify that this plat of ARTESSA GOLDEN VALLEY was filed in the office of the County Surveyor of Hennepin County, Minnesota on __________, 20

By: __________

State of Minnesota, County of __________
# REVIEW OF COUNCIL CALENDAR

<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MARCH</strong>&lt;br&gt;Thursday, March 24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid&lt;br&gt;Brookview - Valley View Room</td>
</tr>
<tr>
<td><strong>APRIL</strong>&lt;br&gt;Tuesday, April 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special City Council Meeting&lt;br&gt;(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>Saturday, April 9</td>
<td></td>
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</tr>
<tr>
<td>Seven Dreams Education Foundation “Bird Bash”</td>
<td>5:00 PM</td>
<td>Marriott Northwest&lt;br&gt;7025 Northland Drive N, Brooklyn Park</td>
</tr>
<tr>
<td><strong>Tuesday, April 12</strong>&lt;br&gt;Special City Council Meeting&lt;br&gt;(Commissioner Interviews) (Tentative)</td>
<td>5:00 PM - 6:15 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Tuesday, April 19</strong>&lt;br&gt;Special City Council Meeting&lt;br&gt;(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>&lt;br&gt;Run the Valley</td>
<td>7:45 AM</td>
<td>Brookview</td>
</tr>
<tr>
<td><strong>Thursday, April 28</strong>&lt;br&gt;Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid&lt;br&gt;Brookview - Valley View Room</td>
</tr>
<tr>
<td>Board/Commission Recognition Dinner</td>
<td>5:30 PM</td>
<td>Brookview</td>
</tr>
<tr>
<td><strong>MAY</strong>&lt;br&gt;Tuesday, May 3</td>
<td></td>
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</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Tuesday, May 10</strong>&lt;br&gt;HRA Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Tuesday, May 17</strong>&lt;br&gt;City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Thursday, May 19</strong>&lt;br&gt;Building An Equitable Golden Valley Quarterly Conversation:&lt;br&gt;Environmental Justice</td>
<td>6:00 PM - 7:15 PM</td>
<td>Virtual Event</td>
</tr>
<tr>
<td><strong>Thursday, May 26</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid&lt;br&gt;Brookview - Valley View Room</td>
</tr>
<tr>
<td><strong>Monday, May 30</strong>&lt;br&gt;City Offices Closed for Observance of Memorial Day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>