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 2459 359 2367. 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 2459 359 2367. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance
   B. Roll Call
   C. Proclamation Recognizing the 50th Anniversary of Down in the Valley
   D. New Employee Introductions

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 Special City Council Meeting Minutes of April 12, 2022
   B. Approval of Check Register
   C. Licenses:
      1. Approve Gambling License Exemption and Waiver of Notice Requirement Mount Olivet Rolling Acres
   D. Boards, Commissions, and Task Forces:
      1. Board/Commission Appointments and Reappointments
      2. Accept Resignations from the Police, Employment, Accountability, and Community Engagement Commission

Page 3-4

Pages 5, 6, 7, 8-11, 12

E. Bids, Quotes, and Contracts:
1. Award Contract for the 2022 Asphalt Microsurface Project No. 22-04 to Asphalt Surface Technologies Corporation (ASTECH Corp) 19-38
2. Approve MicroMobility License Agreement with Bird Rides, Inc. 39-54
3. Approve Deed Conveying Outlot 2, Murri-Mac Industrial Park Replat to the City of St. Louis Park 55-58

F. Grants and Donations:
1. Approve Resolution No. 22-038 Accepting a Donation for a Park Bench to be Located Overlooking Cortlawn Pond honoring Chris Wolters 59-60
2. Approve Resolution No. 22-039 Accepting a Donation for the Addition of a New Tee Box on Regulation Course Hole #2 at Brookview Golf Course from the Brookview Men’s Golf Association 61-62
3. Approve Resolution No. 22-040 Accepting a Grant for a Physical Development Department Intern from the Minnesota Economic Development Foundation 63-64
4. Approve Resolution No. 22-041 Authorizing Submittal of Application and Execution Of Agreements on Behalf of United Properties for Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup Grant Program 65-68
5. Approve Resolution No. 22-042 Authorizing Submittal Application and Execution Of Agreements on Behalf of United Properties for Metropolitan Council Tax Base Revitalization Account (TBRA) Grant Funds for Contamination Cleanup 69-72

G. Approve Resolution No. 22-043 for Unassigned Fund Balance 73-77
H. Approve Resolution No. 22-044 Approving Final Plat for Sunnyridge Third Addition 78-80
I. Approve Purchase Agreement for 7901 23rd Avenue North 81-94

4. Public Hearing

5. Old Business

6. New Business
All Ordinances listed under this heading are eligible for public input.
A. First Consideration of Ordinance No. 738, Amending the 2022 Master Fee Schedule for Outdoor Service Areas in Targeted Zoning Districts 95-96
B. Review of Council Calendar 97
C. Mayor and Council Communications
   1. Other Committee/Meeting updates

7. Adjournment
**Agenda Item**
1. C. Proclamation Recognizing the 50th Anniversary of Down in the Valley

**Prepared By**
Tim Cruikshank, City Manager

**Summary**
Down in the Valley has been the serving music fans since 1972 and is now the largest indie chain in the Twin Cities. The local family-owned business has been providing music lovers with the best selection of music, memorabilia, and unique gifts and novelties for 50 years. To the relief of its many loyal customers, this independent business has not only survived five decades of challenges but has continued to thrive and grow the business into three separate locations in the Twin Cities. Down in the Valley is a true gem that has helped strengthen the business community in Golden Valley. The Hyland family has been invited to the City Council meeting to be recognized before the annual ‘Record Store Day’ on Saturday, April 23.

**Supporting Documents**
- Proclamation in Recognition of the 50th Anniversary for Down in the Valley (1 page)
CITY OF GOLDEN VALLEY

PROCLAMATION IN RECOGNITION OF THE 50TH ANNIVERSARY CELEBRATION FOR DOWN IN THE VALLEY

WHEREAS, Down in the Valley is a family-owned business started by Steve Hyland in a basement located on Golden Valley Road in 1972 that has been providing music lovers with the best selection of music, memorabilia, and unique gifts and novelties for 50 years; and

WHEREAS, Down in the Valley has not only survived five decades of big-box competitors, streaming services, and other challenges but has continued to thrive and grow into three separate locations so that it is now the largest indie chain in the Twin Cities; and

WHEREAS, Down In The Valley was voted Minnesota’s Best Record Store by the Star Tribune in 2021; and

WHEREAS, Down in the Valley is a true gem that has helped strengthen the business community in Golden Valley; and

WHEREAS, Down in the Valley has planned several events throughout 2022 to celebrate their success, loyal customers, and love of music.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Golden Valley does hereby recognize the fiftieth anniversary celebration of Down in the Valley at “Record Store Day” on April 23, 2022, proclaim our appreciation for their commitment to the community, and encourage them to rock on for another fifty years and beyond.

IN WITNESS WHEREOF, that I, Shepard M. Harris, Mayor of the City of Golden Valley have hereunto set my hand and caused the seal of the City to be affixed this 19th day of April, 2022.

Shepard M. Harris, Mayor
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 Pro Tempore Maurice Harris, Council Members Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
Absent: Mayor Shep Harris
Staff present: City Manager Cruikshank and City Clerk Schyma

Mayor Pro Tempore M. Harris started the special meeting at 5:00 pm.

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

   Sean Healy          Loretta Arradondo
   Jeff Dotteweich    Ellen Brenna

2. Adjournment
The Council adjourned by unanimous consent at 6:00 pm.

______________________________
Maurice Harris, Mayor Pro Tempore

ATTEST:

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

Prepared By
Sue Virnig, Finance Director

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

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

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

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

The check register for approval:
- 04-01-22 Check Register
Golden Valley City Council Meeting  
April 19, 2022

**Agenda Item**  
3. C. 1. Gambling License Exemption and Waiver of Notice Requirement – Mount Olivet Rolling Acres

**Prepared By**  
Theresa Schyma, City Clerk

**Summary**  
Mount Olivet Rolling Acres (MORA), a 501(c)(3) nonprofit organization, provides services to people with intellectual and developmental disabilities in Minnesota. MORA has applied for a Gambling License Exemption to conduct gambling (raffle) for an event at the Golden Valley Country Club, 7001 Golden Valley Road, on July 25, 2022.

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

**Financial Or Budget Considerations**  
Not applicable

**Recommended Action**  
Motion to receive and file the gambling license exemption and approve the waiver of notice requirement for Mount Olivet Rolling Acres to conduct gambling (raffle) for an event at the Golden Valley Country Club, 7001 Golden Valley Road, on July 25, 2022

**Supporting Documents**  
N/A
Agenda Item

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

Summary
On a staggered basis, each year on April 30, terms end for various members of City boards/commissions creating vacancies to be filled. Each year the City Council conducts interviews with persons who have applied to serve on a board or commission.

Attached is the list of vacancies to be filled, including board/commission members who have requested to be considered for reappointment as well as a list of applicants who are interested in being appointed.

Financial Or Budget Considerations
Not Applicable.

Recommended Action
Motion to make the following appointments and reappointments.

Supporting Documents
- 2022 B-C Appointment Consideration (1 page)
- 2022 Vacancies-Reappointments (1 page)
- 2022 List of Reappointments (1 page)
# 2022 Annual Appointment Considerations

This chart provides a list of applicants requesting to be considered for appointment.

<table>
<thead>
<tr>
<th>Commissions</th>
<th>Preferred Choice</th>
<th>Interviewed Date</th>
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</thead>
<tbody>
<tr>
<td><strong>BOARD OF ZONING APPEALS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jeff Dotterweich</td>
<td>1st</td>
<td>4/12/2022</td>
</tr>
<tr>
<td>Stephen Spaulding</td>
<td>n/a</td>
<td>4/19/2022</td>
</tr>
<tr>
<td><strong>ENVIRONMENTAL COMMISSION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellen Brenna</td>
<td>1st</td>
<td>4/12/2022</td>
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<tr>
<td><strong>HUMAN SERVICES COMMISSION</strong></td>
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</tr>
<tr>
<td>Lee Thoresen</td>
<td>2nd</td>
<td>2/15/2022</td>
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<tr>
<td>Nyre Chester</td>
<td>2nd</td>
<td>3/1/2022</td>
</tr>
<tr>
<td>Jonas Courneya</td>
<td>4th</td>
<td>2/15/2022</td>
</tr>
<tr>
<td><strong>OPEN SPACE AND RECREATION COMMISSION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stephen Spaulding</td>
<td>n/a</td>
<td>4/19/2022</td>
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<tr>
<td><strong>PLANNING COMMISSION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sean Healy</td>
<td>1st</td>
<td>4/12/2022</td>
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<tr>
<td>Jonas Courneya</td>
<td>2nd</td>
<td>2/15/2022</td>
</tr>
<tr>
<td>Ellen Brenna</td>
<td>2nd</td>
<td>4/12/2022</td>
</tr>
<tr>
<td>Stephen Spaulding</td>
<td>n/a</td>
<td>4/19/2022</td>
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<tr>
<td><strong>DIVERSITY, EQUITY, &amp; INCLUSION COMMISSION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Helene Johnson</td>
<td>1st</td>
<td>3/1/2022</td>
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<tr>
<td>Nyre Chester</td>
<td>1st</td>
<td>3/1/2022</td>
</tr>
<tr>
<td>Lee Thoresen</td>
<td>1st</td>
<td>2/15/2022</td>
</tr>
<tr>
<td>David Scheie</td>
<td>2nd</td>
<td>3/1/2022</td>
</tr>
<tr>
<td>Jonas Courneya</td>
<td>3rd</td>
<td>2/15/2022</td>
</tr>
<tr>
<td><strong>POLICE, EMPLOYMENT, ACCOUNTABILITY, &amp; COMMUNITY ENGAGEMENT COMMISSION</strong></td>
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<td></td>
</tr>
<tr>
<td>Loretta Arradondo</td>
<td>1st</td>
<td>4/12/2022</td>
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<tr>
<td>Jonas Courneya</td>
<td>1st</td>
<td>2/15/2022</td>
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<tr>
<td>Roslyn Harmon</td>
<td>1st</td>
<td>2/15/2022</td>
</tr>
<tr>
<td>David Scheie</td>
<td>1st</td>
<td>3/1/2022</td>
</tr>
<tr>
<td>Janet Frisch</td>
<td>1st</td>
<td>9/21/2022</td>
</tr>
<tr>
<td>Dan Wilcox</td>
<td>1st</td>
<td>4/19/2022</td>
</tr>
</tbody>
</table>
# 2022 Vacancies

This chart provides an overview of the current vacancies and reappointments.

## BOARD OF ZONING APPEALS

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>April 30, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner</td>
<td>April 30, 2023</td>
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<tr>
<td>Commissioner</td>
<td>April 30, 2023</td>
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<tr>
<td>Commissioner</td>
<td>April 30, 2023</td>
</tr>
<tr>
<td>True Vacancy - Youth</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

## ENVIRONMENTAL COMMISSION

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>April 30, 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>True Vacancy - Youth</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

## HUMAN SERVICES COMMISSION

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>April 30, 2025</th>
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</thead>
<tbody>
<tr>
<td>True Vacancy</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>True Vacancy</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>True Vacancy</td>
<td>April 30, 2024</td>
</tr>
<tr>
<td>Commissioner - Youth</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

## OPEN SPACE AND RECREATION COMMISSION

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>April 30, 2025</th>
</tr>
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<tbody>
<tr>
<td>Commissioner</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>Commissioner</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>True Vacancy - Youth</td>
<td>April 30, 2023</td>
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## PLANNING COMMISSION

<table>
<thead>
<tr>
<th>Commissioner</th>
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<tbody>
<tr>
<td>True Vacancy</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>True Vacancy - Youth</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

## DIVERSITY, EQUITY, & INCLUSION COMMISSION

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>April 30, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>True Vacancy</td>
<td>April 30, 2023</td>
</tr>
<tr>
<td>True Vacancy</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

## POLICE, EMPLOYMENT, ACCOUNTABILITY, & COMMUNITY ENGAGEMENT COMMISSION

<table>
<thead>
<tr>
<th>True Vacancy</th>
<th>April 30, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>True Vacancy</td>
<td>April 30, 2025</td>
</tr>
</tbody>
</table>
## 2022 List of Reappointments

### BOARD OF ZONING APPEALS
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy Nelson</td>
<td>April 30, 2023</td>
</tr>
<tr>
<td>Richard Orenstein</td>
<td>April 30, 2023</td>
</tr>
<tr>
<td>Chris Carlson</td>
<td>April 30, 2023</td>
</tr>
<tr>
<td>Kade Arms-Regenold</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

### ENVIRONMENTAL COMMISSION
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Yahle</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>Tonia Galonska</td>
<td>April 30, 2025</td>
</tr>
</tbody>
</table>

### HUMAN SERVICES COMMISSION
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaron Black</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>Esther Black (youth)</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>

### OPEN SPACE AND RECREATION COMMISSION
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
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</thead>
<tbody>
<tr>
<td>Roger Bergman</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>John Cornelius</td>
<td>April 30, 2025</td>
</tr>
<tr>
<td>Matthew Sanders</td>
<td>April 30, 2025</td>
</tr>
</tbody>
</table>

### PLANNING COMMISSION
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
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</thead>
<tbody>
<tr>
<td>Adam Brookins</td>
<td>April 30, 2025</td>
</tr>
</tbody>
</table>

### DIVERSITY, EQUITY, & INCLUSION COMMISSION
<table>
<thead>
<tr>
<th>Name</th>
<th>Term Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa Johnson</td>
<td>April 30, 2023</td>
</tr>
</tbody>
</table>
Golden Valley City Council Meeting
April 19, 2022

Agenda Item

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

Summary

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to accept the resignations of Sgt. Dan Wilcox, Acting Sgt. Jerad Zachman, Marshall Tanick and Chris Hartzler from the Police, Employment, Accountability, And Community Engagement Commission.
EC & OSRC JOINT MEETING MINUTES

Remote Attendance: Members of the public may attend this meeting via Webex by calling 1-415-655-0001 and entering access code 2475 132 9253.

Questions/Comments: Members of the public who have questions about the commission or any items on the agenda should contact the staff commission liaison – Eric Eckman, Environmental Resources Supervisor, eeckman@goldenvalleymn.gov, 763-593-8084.

1. Call to Order
   A. EC Chair Weirich called the meeting to order at 6:35.

2. DeCola Ponds SEA School – Wildwood Park Flood Reduction Project Presentation & Discussion
   A. Staff gave a presentation on the project. The following questions were asked:
      i. Can you briefly describe what the NW corner will look like – the filtration area – when you’re walking by it? Will it be prairie grasses? What will the appearance be?
         1. From the street and trail it will slope down about 10’ deep. In the middle will be an iron enhanced filtration media, which is sand that has bits of iron in it. When water passes through it, the dissolved phosphorus from the water binds to the iron. Most of the time this will be dry. When full of water it may be 5’-10’ deep for a short period of time.
         2. As you go to the bottom of the slope and up towards the trail and street it will be more native plantings. They’ll go knee high to chest high that will block the view of the sand in the middle. There will be trees planted where possible.
         3. There will be a mow strip on either side of the trails to make sure there’s clearance between the trail and tall plantings.
         4. No plans for fencing around the pond area. Possibly fencing around the playground.
      ii. Will the current footpaths through the wooded area of the park be preserved?
         1. Yes. There’s no intention of doing any work in the preserved woodland area.
      iii. There’s a lot of prairie habitat – Is there any money built into the budget for maintenance of this?
         1. Yes. This project has 3 seasons worth of vegetation establishment and maintenance built into the budget. We have plans to add this area to the annual maintenance contract we have with MN Native Landscape (currently) after the initial 3-year contract is up with the contractor doing the work.
      iv. Is there any way to shoehorn the public gathering area on the other side of the pickleball courts?
         1. Initially tried to put it more internal to the park away from the neighbors on the East side. There’s no way to enter and exit on that side currently. You’d have to modify the fencing and gates and potentially have people walking
through the pickleball area. There would also need to be another trail built to ADA standards.

v. There are a lot of trees to the East of the playground between the playground and Kelly Dr. Are a lot of those coming down? Does the prairie habitat need to be so big? It will affect the noise levels to the homes on Kelly Dr?
   1. The need is very great for every square foot of flood storage we can get. The prairie habitat will be excavated down below the elevation of the street. Put in more trees by the playground area and on the West side of Kelly Dr?

vi. In the area between the trail and pickleball courts – if that fills up is there drainage there?
   1. There are a few drainage pipes – the turf area will be sloped to the drainage pipes.

vii. On the tree count – what establishes a tree?
      1. Soft wood – 12” and above – Cottonwood, Willow, Boxelder
      2. Hard Wood – 6” and above – Oak, Hackberry
      3. Coniferous – 4” and above

viii. Where is the excavated soil going?
   1. It’s up to the contractor to excavate, haul, and dispose of/reuse as they see fit.
   2. The soils get hauled off site. If it can be reused and the City has a use for it we can try and reuse it. Maybe a developer nearby can work it out with the contractor to use it.
   3. We always plan for worst case scenario – soil is contaminated or debris impacted and they have to be landfilled or reused at an industrial or commercial type site.
      1. There were not found in the studies of this site.

ix. Could the turf/mow areas be native grasses and/or bee lawn or clover?
   1. It’s something we can look into. Typically, we use the low maintenance park mix that doesn’t require watering/irrigation/fertilizers. We haven’t utilized a bee lawn/mix before. Some natives will slowly creep up into the area.

x. Could the buckthorn removal be a Conservation Corps project? Could they work with the school?
   1. Agree! Hennepin County has grant funding for smaller projects like this. It would be a separate project from this project. Maybe done in 2023/2024 part of this project.

3. **Medley Park Stormwater Improvement Project Presentation & Discussion**
   A. Staff gave a presentation on the project. The following question were asked:
      i. How deep will the ponds be?
1. Typical stormwater ponds will be anywhere from 3’-10’ deep. These will be closer to the 8’-10’ deep mark in the middle. It’s zero entry at the edge. The first 10’ will only get to 1’ deep. Then it goes down at about a 3:1 slope.
   1. A lot of times the edge – 10’ in area will attract vegetation like cattails that will detract from people walking into the pond.
2. Has there been neighborhood input?
   1. There was a survey and virtual video during the engineering feasibility study.
      i. There was a survey to gather information from the public to understand what the issues and needs are of the public.
   2. We had a virtual video that showed the concept plans and had a survey for feedback. Public, EC, and Council seemed supportive of the project.
   3. Open house on March 3.
   4. Possibly one more in April/May.
3. What is between the two ponds/viewing area, on the map shown in yellow. Will it become a de facto path or will there be something to prevent people from cutting through there?
   1. It hasn’t been covered before. De Facto paths are okay. It helps minimize impervious surfaces and be more sustainable. If vegetation is done well, the paths aren’t too damaging.

4. Adjourn
   A. Meeting was adjourned by EC Chair Weirich at 7:53
REGULAR MEETING MINUTES

Remote Attendance: Members of the public may attend this meeting via Webex by calling 1-415-655-0001 and entering access code 1773 93 4642.

Questions/Comments: Members of the public who have questions about the commission or any items on the agenda should contact the staff commission liaison – Eric Eckman, Environmental Resources Supervisor, eeckman@goldenvalleymn.gov, 763-593-8084.

1. Call to Order
   The meeting was called to order by Chair Weirich at 6:30 pm following joint meeting with OSRC.

2. Roll Call
   Commissioners present: Scott Seys, Wendy Weirich, Tonia Galonska, Shannon Hansen, Jim Stremel, Dawn Hill, Debra Yahle, Felix Fettig
   Commissioners absent: None
   Council Members present: Kimberly Sanberg
   Staff present: Eric Eckman, Environmental Resources Supervisor; Drew Chirpich, Environmental Specialist; Ethan Kehrberg, GreenCorps Member; Carrie Nelson, Administrative Assistant.

3. Approval of Agenda
   MOTION by Commissioner Hill, seconded by Commissioner Stremel to approve the agenda for February 28, 2022 and the motion carried.

4. Approval of January 24, 2022 Regular Meeting Minutes
   MOTION by Commissioner Seys, seconded by Commissioner Fettig to approve the minutes of January 24, 2022 as submitted and the motion carried with the following change:
   A. Add Council Member Sanberg as being present at the meeting.

5. Old Business
   A. Recycling and Organics Update
      i. We are at about 30% participation rate. Aiming for about 40%. based on households putting their carts out at least once between Jan 7 and Feb 11. 7,098 total households [staff checked after meeting and there is actually about 6,976 households]. There is a communications plan to spread the word about the program and Ethan has been promoting it at the Farmers Market. We plan to add organics carts to all the City parks with recycling bins and garbage carts.
ii. We’ve also seen an increase in participation in the Regular Recycling from 92% to 95%.
iii. Contamination has been found in the organics loads. It hasn’t hit the 5% rejection level yet. If contamination continues, it is possible to pin point what areas have the most. It’s mostly things that should go in the regular recycling.

B. Environmental Justice Collaboration
   i. The Building An Equitable Golden Valley Forum is scheduled for May 19, 6:00-7:30. It will be a hybrid format with the in-person portion being at Brookview. There will be a 1 hr presentation on Environmental Justice and Climate Change with time at the end for questions.

6. New Business
   A. Energy Recognition Program
      i. The program recognizes businesses (anything non-residential) in GV who are taking steps to improve energy efficiency.
      ii. Businesses will apply to the program and the environmental staff, and possibly the commission, will review and approve applications.
      iii. To begin, it will be a one and done recognition. Could include an annual award program over time.
      iv. Could potentially move to residential properties as well.
      v. Name possibilities
         1. Energy should be a part of the name
         2. Golden Valley Energy Hero?
      vi. Maybe have different levels? Silver, Gold, and Platinum level?
      vii. We can reach out to both owners and tenants. Tenants may be doing energy efficient things even though they don’t own the building.
   B. 2022 Work Plan
      i. The draft will be based on the City’s 2022 Pyramid of Success, 2040 Comprehensive Plan, and City Council’s 2022 Legislative Priorities
      ii. Needs to be finalized before the April Council Work Session.
      iii. Can we add short term goals into plan along with the long-term goals?
         Some ideas generated:
         1. Plan to increase recycling
         2. Env Justice – forum, formal resolution, re-evaluate maps for prioritization (flooding, air quality, highways corridors, etc)
         3. Plant trees, or tree sale/give-away – more than just Plymouth tree sale
         4. Sustainable building policy
         5. Staff speakers on timely topics (EAB, etc)
         6. Outreach to schools like SEA
         7. Review new city website for content and clarity, better promote volunteer programs
         8. EAB outreach on Ash removals – explore Mpls contract pricing for residents example
9. Transportation – Luce Line Trail connection to Plymouth and other trail sections

C. Program/Project Updates
   i. Could the EC have a look at major projects earlier on?

D. Council Updates
   i. State of the City on March 4, 3:00 PM at Under Pressure Brewing

E. Other Business
   i. None

7. Adjournment

   MOTION by Commissioner Stremel, seconded by Commissioner Hill to adjourn the meeting at 8:46 pm and the motion carried.

ATTEST:

________________________________  _______________________________________
Carrie Nelson, Administrative Assistant  Wendy Weirich, Chair
Agenda Item
3. E. 1. Award Contract for 2022 Asphalt Microsurface Project, City Project #22-04

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

Summary
Staff solicited bids for the 2022 Asphalt Microsurface Project. The project scope includes placement of a protective microsurface membrane (oil, polymer, and sand) over the existing asphalt pavement to prevent the long-term degradation of the pavement due to water, sun, and traffic. The use of this preventative maintenance technique, used predominately by MnDOT in the past, is being utilized more by municipalities and counties as an alternative to conventional chip sealing. The roads being considered for treatment are Noble Avenue from Culver Road to 34th Avenue North as shown on the attached project location map.

Quotes for the 2022 Asphalt Microsurface Project, City Improvement Project No. 22-04 were received on March 25, 2021. The following quotes were received:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TOTAL BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Surface Technologies Corp</td>
<td>$79,978.40</td>
</tr>
</tbody>
</table>

The bid was reviewed and found to be accurate and in order.

Financial Or Budget Considerations
The financing for this contract is summarized below:

- Funding for this project is in the 2022 Capital Improvement Program (S-044) which includes $100,000 for pavement surface treatments.

It is expected that construction will begin as weather permits in June of 2022 and be completed by September.
Recommended Action

• Motion to authorize the Mayor and City Manager to execute a construction agreement with Asphalt Surface Technologies Corporation (ASTECH Corp) in the form approved by the City Attorney for the 2022 Asphalt Microsurface Project #22-04 in the amount of $79,978.40.

Supporting Documents

• Location Map (1 page)
• Contract with Asphalt Surface Technologies (ASTECH Corp) (17 pages)
CONTRACT FOR 2022 MICRO SEAL PROJECT  
CITY OF GOLDEN VALLEY PROJECT NUMBER 22-04

THIS AGREEMENT is made this 19th day of April, 2022 (the “Effective Date”) by and between Asphalt Surface Technologies Corporation a/k/a ASTECH Corporation, an asphalt maintenance company located at P.O. Box 1025, St. Cloud, Minnesota 56302, (“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 micro surfacing.

B. The City desires to hire Contractor to furnish and apply a microsurface 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 no earlier than July 11, 2022 and shall complete the Work to the satisfaction and approval of the City’s engineer on or before August 30, 2022 (the “Contract Time”). Contractor shall to notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Commercial General Liability in an amount of not less than $1,000,000.00 per occurrence, $2,000,000 general aggregate, and $2,000,000 for products-completed operations hazard, providing coverage for claims including:

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

ii. Personal and advertising injury;

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

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

v. Contractor’s indemnity obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**
Asphalt Surface Technologies Corp
P.O. Box 1025
St. Cloud, MN 56302
Dale R. Strandberg
astechdale@hotmail.com

**THE CITY**
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
engineeringdept@goldenvalleymn.gov
763.593.8030
or such other contact information as either party may provide to the other by notice given in accordance with this provision.

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

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

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

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

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

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

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

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

**ASPHALT SURFACE TECHNOLOGIES:**

By: _________________________________
Name: DALE R. STRANDBERG
Title: VICE-PRESIDENT

**CITY OF GOLDEN VALLEY:**

By: _________________________________
Shepard M. Harris, Mayor

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

The Work will consist of pavement marking removal, furnishing & installing bituminous microsurface over the existing bituminous pavement within the project boundaries in accordance with this specification. Contractor shall provide certification that the sealant meets the requirements of MNDOT Standard Specification 2354 and pavement marking installation. A copy of the manufacturer’s recommendations pertaining to the heating and application of the micro sealant shall be submitted to the Engineer prior to commencement of work. These recommendations shall be adhered to and followed by Contractor.

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

Prior to the start of the microsurface operation, a field meeting with Contractor personnel and City staff is required to discuss traffic control requirements and the application rate. The contractor will be required to submit to the Engineer for review and approval, a detailed critical path schedule a minimum of three (3) days before the pre-construction conference. The schedule must detail all controlling operations. DO NOT allow traffic on the micro sealed surface until after the bituminous material has set and will not pick up on vehicle tires.

This work will consist of removal of the existing pavement markings. Microsurfacing scratch course placement within two days of the pavement marking removal. Microsurfacing surface course placement within two days of the microsurfacing scratch coarse placement. Pavement marking placement no sooner than 14 days and no later than 21 days from microsurfacing surface course placement. Temporary pavement markings will be required between each of the above activities to ensure the roadway and drive lanes are delineated.

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

During a period of falling temperature, the placement of sealant material shall be suspended when the air temperature, in the shade and away from artificial heat, reaches 60° F. Sealant shall not be placed when in the opinion of the Engineer the weather or roadbed conditions are unfavorable. Microsurfacing will be permitted only during daylight hours between July 11, 2022 and August 30, 2022, during non-school days.
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. The contractor may stockpile micro surface material or aggregate at the City’s storage site at 9400 10th Avenue North. The contractor shall coordinate delivery of the materials with City staff. Bituminous and micro surface material manifests shall be collected by City staff upon delivery at the job site. At the discretion, material tickets that are not submitted to City staff upon delivery of the material may not be accepted or paid for.

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. **Pavement Marking Removal (2102).** The provisions of MNDOT 2102 are modified and/or supplemented with the following conditions, the following is hereby added to the end of MNDOT 2102.3:
   All pavement marking removal shall be done utilizing either grinding, water-blasting, or sandblasting equipment.
6. **Water Use on Project (2130).** Project related water use shall be considered incidental. The Contractor will not be charged for any project related water use. However, to receive permission to take water from hydrants the Contractor shall be required to obtain a meter from the City Utilities Maintenance Department (763.593.3962). The meter requires a one thousand seven hundred and fifty dollar ($1,750.00) deposit, which will be refunded when the Contractor returns the meter in good condition. The Contractor shall identify specific hydrants he/she wishes to take water from during construction and obtain approval from the Engineer. Only hydrants approved by the Engineer will be available for use by the Contractor.

7. **Micro-surfacing (2354):** All micro-surfacing shall be performed in conformance with MNDOT Specification 2354, except as modified or supplemented herein. The micro surfacing rates of 16 pounds per square yard and 14 pounds per square yard were design estimates for the scratch course and surface course respectively. Design of all mixtures used on this project shall be approved by MNDOT, and mix certification documentation of such shall be provided to the Engineer at least two weeks prior to placement. Protect all drainage structures, gate valves, manholes and other utility structures throughout all micro surfacing operations.

8. **Traffic Control and Maintenance (2564).** Contractor shall detour traffic at all necessary 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. **The detour route shall utilize Culver Rd to Regent Ave N to 34th Ave N.**

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.

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

10. **Interim Pavement Marking (2580):** The cost of the temporary markers, layout and placement by the Contractor shall be paid in accordance with the lump sum bid for Interim Pavement Marking. The Contractor shall be required to place as directed by the Engineer, 4-inch white and yellow Flexible Temporary Raised Reflective Pavement Markers on the pavement in 30-foot intervals to delineate travel lanes as soon as possible as required below. Interim pavement markings will be required immediately following completion of the
following operations. Pavement Marking Removal, Microsurface Scratch Course, and Microsurface Surface Course.

11. **Pavement Markings (2582):** The unit prices bid for pavement markings to be used in the roadway shall be considered compensation in full to place all markings complete in place as directed by the Engineer, and in accordance with the Specifications. Pavement marking used on the roadway shall be in accordance with the Specification for Epoxy Resin Pavement Markings (Free of Toxic Heavy Metals) and the MNDOT Specification for Drop-on Glass Beads in the Appendix, or as modified herein. The rate of application for 4-inch line (painted area) shall be 300 to 330 linear feet for gallon of paint. The rate of application for the 12-inch and 24-inch line (painted area) shall be 100 to 110 square feet for gallon of paint. The ratio of skip to stripe shall be 40:10 (40 feet skip to 10 feet of painted line). No painting shall be done during the threat of rain, or when the road surface is damp. The air temperature must be at least 40° F, and rising. All excess reflectorized glass beads from placement of pavement markings must be removed by the Contractor before traffic is allowed to resume on the new markings. **The cost for all sweeping shall be included in the unit price bid for each pavement marking.** No claims for additional compensation to perform sweeping shall be considered. The Contractor shall mark all pavement markings in accordance with the Plans and their pre-construction location for review and approval by the Engineer before the pavement markings are installed. The Contractor shall be responsible for all testing as described in the relevant Specifications and in the Appendices. Reports for all testing required shall be submitted to the Engineer. All costs for signage in conjunction with striping or other pavement markings shall be included in the lump sum bid price for Traffic Control.

12. **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.

13. **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.

14. **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.
15. **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  

16. **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.

17. **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.

18. **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.

BASE BID: NOBLE AVENUE

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<th>Description</th>
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<th>Estimated Quantity</th>
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TOTAL COST - BASE BID:

$79,978.40

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.
Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.

Address: PO Box 1025 Date: March 30, 2022

City, State, Zip: ST Cloud MN 56302 (320)363-8500

Email Address for Contact Person: astechdale@hotmail.com Dale R. Strandberg

By:

Title: Dale R. Strandberg, Vice-President

By:

Title: Mary L. Aschenbrenner, Vice-President/Secretary

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.
Golden Valley City Council Meeting
April 19, 2022

Agenda Item
3. E. 2. Approve MicroMobility License with Bird Rides, Inc.

Prepared By
Marc Nevinski, Physical Development Director

Summary
Since 2018, the City of Golden Valley has allowed shared mobility companies to rent dockless bikes and scooters to residents and visitors. In 2018, the City entered into an agreement with Lime to deploy a fleet of dockless bicycles around the City. In 2019, the City adopted an ordinance regulating shared mobility activity and requiring operators to obtain a license. That year, Spin deployed approximately fifty scooters. Due to the pandemic, no licenses were applied for and no bikes or scooters were deployed in Golden Valley in 2020. In 2021 the City issued a license to Bird. No other vendors applied for a license in 2021.

License applications were sent to six vendors in 2022. To date, Bird is the only company to have submitted an application. Minneapolis choose not to issue a license to Bird in 2022, and instead issued license to Lyft, Lime and Spin for scooters. Lyft will also take over operations of Nice Ride system. St. Paul, the U of M, and MPRB have not yet released their vendors but are expected to do so in the coming weeks. Brooklyn Park, St. Louis Park and Hopkins have approved agreements with Bird for 2022.

The City’s right of way ordinance (Section 24-53) authorizes the use and regulation of micromobility vehicles and sharing operations within the right of way, including licensing, enforcement and impounding of vehicles. A license agreement further manages the activities of micromobility vehicles and operators. Notable provisions of the license include:

- Limiting the maximum number of operators to two
- Limiting the maximum total number of deployed vehicles to 200
- Clear vehicle parking requirements
- Timely response to vehicle complaints and enforcement options

The City’s MicroMobility License application asks applicant to provide information about their operations with the regard to the following factors:

- **Experience** – Bird states it has operated in over 350 markets worldwide since 2017. Bird will also deploy in Minneapolis this year.
- **Description of Vehicles** – Bird describes its vehicles as propriety, state-of-the art, long lasting, durable, safe, and able to deter theft and misuse.
- **Deployment and Placement** - Bird proposes to deploy 50 scooters in Golden Valley in April and an additional 50 scooters in June, which is the same proposal made in 2021. Bird states vehicles will be deployed to ensure broad and equitable coverage in the areas of service, but also states it will consider job and household density, available transportation options, community input, and
infrastructure when considering vehicle placement. Local staff will rebalance vehicles as needed, and within 24 hours of receiving notice of a problem. Heat maps will be used to address over concentrations of vehicles and will incentivize in-route users to park in alternate locations, or to unlock a vehicle in an area with too many vehicles. Geofencing can be deployed to regulate the use and even speed of vehicles.

- **Pricing and Fees** – Bird is proposing user fees of $1 to unlock and $0.39 per minute, the same as 2021. They also have discount plans for certain demographic groups and industry workers, and have provided information on how to access those plans.

- **Safety and Parking** – Bird states the City will have access to a dashboard to provide real-time data on vehicle use. Bird states it provides safety information on its vehicles and instructions and other local information or laws about use, safety and parking. Bird encourages the use of helmets, and notes its injury rate is less than one percent of its rides. It also notes that is vehicles have never been recalled or its operating system hacked. Three relocation requests and zero accidents were reported by Bird in 2021.

- **Maintenance** – Bird states that vehicles are sanitized multiple times per day (each Bird Watcher sanitizes an average of 60 per day), inspected once per day, and are charged as needed (may be daily or longer) and inspected in a service center once every three days. Damaged vehicles are removed within two hours. A short COVID response plan is also included in the application. Teams work from 6am to 8pm to inspect, sanitize, rebalance, recharge or perform maintenance on vehicles. Four reports for maintenance were made by users in 2021, according to Bird.

- **Employment and Staffing** – Bird states it maintains in-house staff as account managers but will contract locally with a fleet manager responsible for maintaining the fleet. Training and support for staff and fleet managers are detailed in the application.

- **Community Engagement** – Bird states it will seek press coverage in Golden Valley and work with the City to support marketing. Bird also indicates it will work with local businesses to support ridership and patronage. Businesses, hotels, offices and apartments can host a “Nest” where vehicles are parked.

- **Term of Service and Privacy** – Bird does not share personally identifiable information, and uses industry standard security practices.

- **Insurance** – Bird has indicated it can provide insurance coverage types and amounts acceptable to the City and with the City named as an insured.

- **Equity** – As is the City’s practice, the 2022 application forms were reviewed for equity consideration prior to publication. Bird’s proposal includes the following:
  - Website, call center, and mobile apps are available in 34 languages.
  - 50% discount for low income residents, and other groups, and have provided information on how to obtain the discount.
  - A number of alternative payment methods.
  - Detail on how to access a scooter without a smartphone.

**Financial Or Budget Considerations**

There is no cost to the City to approve a micromobility license. The applicant has paid the $250 licensing fee.

**Recommended Action**

Motion to approve MicroMobility License for Bird Rides, Inc. in a form approved by the City Attorney.

**Supporting Documents**

- License Agreement with Bird Rides, Inc. (14 pages)
LICENSE AGREEMENT
MICROMOBILITY VEHICLE SHARING OPERATIONS

THIS AGREEMENT, made as of the 19th day of APRIL, 2022 by and between the City of Golden Valley, a Minnesota municipal corporation (the “City”) and Bird Rides, Inc. a Delaware corporation (herein called “Licensee”) (collectively, the “Parties”).

WHEREAS, the City has adopted an ordinance to facilitate and regulate Micromobility Vehicle Sharing Operations from the City’s Right-of-Way (the “Ordinance”); and

WHEREAS, the City controls certain public rights of way and recreational trails located within its municipal boundaries (the “City Right-of-Way”); and

WHEREAS, the City Right-of-Way contemplated by this Agreement does not cover areas that are not controlled by the City, including but not limited to, all streets, roads, trails, or parkways owned by the Three Rivers Park District, the Minneapolis Park and Recreation Board, and private property owners; and

WHEREAS, Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and

WHEREAS, Licensee’s vehicles are Micromobility Vehicles as defined by the Ordinance; and

WHEREAS, Licensee’s operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee’s Fleet within the City, and it is considered a Micromobility Vehicle Sharing Operation under the Ordinance (“Licensee’s Operation”); and

WHEREAS, Licensee has submitted a written application to the City for a license to implement Licensee’s Operation under the provisions of the Ordinance;

WHEREAS, Licensee’s license application is incorporated and incorporated herein by reference (“Licensee’s Application”); and

WHEREAS, allowing Micromobility Vehicle sharing operations to exist in the City Right-of-Way is likely to promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

WHEREAS, the City believes Micromobility Vehicle sharing has the potential to help achieve the City’s goals around transportation mode share, equitable access, physical and environmental health, and climate change; and

WHEREAS, the City must balance the benefits of Micromobility Vehicle sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and
WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1. Fleet Vehicle means a Micromobility Vehicle that is used by Licensee as part of Licensee’s Micromobility Sharing Operation.

2. Furnishing Zone means the section of the sidewalk between the curb and the sidewalk clear zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.

3. Licensee’s Fleet means all Micromobility Vehicles under Licensee’s control that are intended or equipped for shared use by paying consumers from the City’s Right-of-Way.

4. Micromobility Vehicle has the meaning given to it in Golden Valley City Code, section 24-53(a)(3).

5. Micromobility Sharing Operation has the meaning given to it in Golden Valley City Code, section 24-53(a)(4).

6. Sidewalk Clear Zone means the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

ARTICLE II. USE OF CITY RIGHT-OF-WAY

1. Authorization. In accordance with Golden Valley City Code, section 24-53, the City hereby grants a revocable, non-exclusive license to Licensee to implement Licensee’s Operation within the City Right-of-Way during the term of this Agreement, subject to all of the terms and conditions set forth herein.

This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the City Right-of-Way or other City property.

2. Additional Uses. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contractors the ability to exclude, or prohibit others from using, the City Right-of-Way. Licensee further understands and agrees that the City holds its interest in the City Right-of-Way in trust for the public, and that the City’s uses, needs, and obligations shall at all times supersede Licensee’s privileges under this Agreement.

ARTICLE III. TERM

The term of this Agreement shall be through January 1, 2023, unless terminated earlier as provided herein. The License set forth in this Agreement may be revoked or terminated at any time, for any reason, in the sole discretion of the City upon twenty-four (24) hours written notice by the City to
Licensee. In the event of early termination or revocation, Licensee will be granted a reasonable period of time in which to collect and remove Licensee’s Micromobility Vehicles, and any other facilities owned by Licensee, and to restore the City Right-of-Way in accordance with Article VI, Section 4. The provisions of Article VI, Section 9 herein shall survive revocation or termination of this Agreement.

ARTICLE IV. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement Licensee’s Operation in accordance with the following terms and conditions:

1. Fleet size and type
   a. Licensee shall deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City’s residents and visitors. The City may require Licensee to decrease the number of Micromobility Vehicles in its Fleet at any time.
   b. A maximum total of 200 Micromobility Vehicles will be authorized by the City under the Ordinance among all licensees. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
   c. Notwithstanding Sections 1(a) and 1(b), the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee’s Fleet allowed under the Ordinance and this Agreement. If such reduction is related to noncompliance issues governed by this Agreement, then an equivalent reduction may not be applied to separately licensed third parties.
   d. The City will notify Licensee of any increases or decreases applicable to Licensee’s Fleet under this section by sending written or emailed notice under Article VI, Section 15 herein. Such increases or decreases shall not require an amendment to this Agreement.
   e. Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand and is consistent with the parking requirements of Article IV, Section 3 herein. Licensee shall not deploy Micromobility Vehicles at inappropriate densities and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements.

2. Fleet Scooter equipment, maintenance, and safety requirements
   a. Licensee’s Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statute 169.225.
   b. Licensee’s Fleet shall be disinfected following CDC COVID-19 guidelines for cleaning and disinfecting porous and non-porous surfaces.
   c. Licensee’s Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating.
   d. Licensee’s Fleet shall have a unique identifier clearly displayed on each device in the form of numbers or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee’s Fleet.
e. Licensee shall provide a comprehensive inventory of Licensee’s Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee’s Fleet.

f. All vehicles in Licensee’s Fleet shall be equipped with both: a) a locking mechanism to prevent theft; and b) an operable mechanism to provide real-time location when a device is parked.

g. Licensee shall remain responsible for the maintenance of each vehicle in Licensee’s Fleet, including but not limited to technology mechanisms, and locking systems.

h. Each vehicle in Licensee’s Fleet must visibly display Licensee’s logo or business name on both sides of the vehicle, together with a customer service phone number staffed from at least 7am-10pm on days Licensee’s Fleet is in service on City Right-of-Way. Licensee’s customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns.

i. Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee’s Fleet within 12 hours of the initial onset of such condition.

j. Licensee agrees that it will maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the City.

k. Licensee’s website and mobile application must be fully accessible to persons with disabilities and accessible to screen readers, and all aspects of Licensee’s Operation must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

l. Licensee agrees that it will provide all users of Licensee’s Fleet of with a summary of instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Golden Valley City Code Section 26-4, Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.

m. Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee’s Fleet.

n. Licensee agrees that it will either require or recommend all users of Licensee’s Fleet sanitize Micromobility Vehicles before and after use.

o. Licensee will keep and maintain a comprehensive and complete record of all Micromobility Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

p. If the City determines, in its sole discretion, that any of Licensee’s consumers or customers have failed to comply with applicable laws governing the safe operation or parking of Licensee’s vehicles, including but not limited to, breach of any current or future laws governing driver’s license requirements, the use of helmets, operation on sidewalks, or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, such determination shall be grounds for termination of this Agreement.

3. Fleet Scooter Parking. All devices in Licensee’s Fleet shall comply with the following parking
rules and restrictions when located in the City Right-of-Way:

a. Fleet Vehicles must be parked upright and stabilized when not in use.

b. Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.

c. Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:
   i. Pedestrian ramps
   ii. Building/property entrances
   iii. Driveways
   iv. Loading zones
   v. Disability parking and transfer zones
   vi. Transit stops
   vii. Crosswalks
   viii. Parklets
   ix. Street/sidewalk cafes
   x. Other street furnishings (benches, parking meters, etc.)
   xi. Underground utility, sewer, or water facilities
   xii. Sidewalk Clear Zones

d. Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.

e. The City reserves the right to mandate geofencing specifications to Licensee’s Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.

f. Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.

g. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.

h. The City in its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee will comply with all such requests within 24 hours of receiving notice from the City.

i. In the event the City imposes a “lock-to” requirement, Licensee agrees to abide by and implement the requirement within 10 days of receiving notice by the City.

4. Fleet Vehicle Parking Complaints/Enforcement

a. Licensee must provide the City with an up-to-date, direct, local contact for Licensee’s Operation, as well as an emergency, after-hours contact.

b. Except where the public’s safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee’s authorized representative shall address/respond to all complaints within 24
hours by re-parking or relocating its noncompliant Fleet Vehicles. Licensee alone will be fully responsible for re-parking or relocating Fleet Scooters where a complaint has been received by the City or Licensee, or where Fleet Scooters are otherwise found to be in violation of parking rules stated herein.

c. Licensee shall be solely responsible for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances. When doing so will not unduly burden the complaining third party, the City will refer such complaints to Licensee, and Licensee or Licensee’s authorized representative will be provided a limited opportunity to remedy the complaint without further City involvement.

d. Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.

e. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Fleet Vehicles leaning against, blocking, dumped or left unattended on private property, or on other public property not owned or controlled by the City.

f. Notwithstanding anything to the contrary herein, if the City determines, in its sole discretion, that the public’s safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee’s expense. If the City incurs any costs or damages arising out of Fleet Vehicle parking complaints, violations, or other related costs that are not otherwise recovered with the City’s collection of an impoundment release charge, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.

g. The City may impound any Fleet Vehicle parked in the same location without movement for more than 7 consecutive days.

h. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:

   i. Initial impoundment fee of $56 per device
   ii. If not paid for and retrieved by Licensee within 24 hours of impoundment, an $18 storage fee per device, per day shall be added to the initial impoundment fee.

i. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee’s response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.

j. Licensee expressly understands that the City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.

k. Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

5. Data Privacy and Protection

   a. Licensee’s Operation shall employ an electronic payment system that is compliant
with the Payment Card Industry Data Security Standards (PCI DSS).

b. Licensee has submitted a privacy policy to the City with and as part of Licensee’s Application (“Licensee’s Privacy Policy”). Licensee’s Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.

c. Licensee may not make the personal data of customers available to any third-party advertiser or other private entity. This provision includes but is not limited to any of Licensee’s affiliates, owners, or subsidiaries.

d. Licensee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy.

e. Licensee’s Privacy Policy must operate to safeguard Licensee’s customers’ personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Licensee agrees to make all policies, procedures and practices regarding Licensee’s data security practices available to the City, upon request.

f. Licensee must provide its customers with an opportunity to expressly assent to Licensee’s Privacy Policy, terms of service, and user agreements when renting or transacting for use of any or all of Licensee’s Fleet. Licensee agrees to provide its customers with the ability or option to decline the sharing of any data that is not otherwise required to complete the payment transaction. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction.

g. Licensee agrees that it will not collect or sort personal or individual data related to race, gender, religion, national origin, age, or sexual orientation.

h. Any and all current or future customer data sharing agreements must be disclosed and provided to the City. Licensee must further notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Licensee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

6. Data Collection/Sharing

a. Licensee shall keep a record of maintenance activities, including but not limited to Fleet Vehicle identification number and maintenance performed. Licensee will provide a complete copy of the same to the City upon request.

b. Licensee shall provide reports to the City containing, at a minimum, the performance, utilization and service metrics indicated in Exhibit A. Licensee shall provide such reports at least monthly and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.

c. Licensee shall keep a complete record of all calls and emails received through its customer service hotline and contact email including telephone wait times, email response times, and the nature of each customer inquiry. Licensee will provide a complete copy of the same to the City upon request.

d. Licensee agrees that it will provide any and all user or customer data in Licensee’s possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding
a Fleet Vehicle. Notwithstanding any other provision to the contrary, this section (e) shall be deemed to include personally identifiable customer data.

ARTICLE V. PAYMENT TERMS AND CONDITIONS

Licensee shall receive no compensation from the City under this Agreement. Licensee shall pay the City an annual flat charge of $250.00 to offset the City’s administrative costs related to implementation and oversight of this License Agreement.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right-of-Way. This Agreement shall not be construed to transfer ownership or control of the City’s Right-of-Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City Right-of-Way, or its suitability for use by Licensee, its contractors or customers.

2. Delegation of Police Power. This Agreement does not delegate or otherwise transfer the City’s police power to regulate Micromobility Vehicles, Licensee’s Operation, or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and public compliance issues, shall remain within the City’s sole discretion.

3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the police power of the City to adopt, amend, and enforce ordinances, resolutions, and policies designed to promote the safety and welfare of the public.

4. Removal upon order. Licensee shall remove at once any or all Fleet Vehicles or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City Right-of-Way to its original condition, and the City shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the City Right-of-Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee’s cost and initiate a claim against Licensee.

5. Non-Discrimination. Licensee shall not:
   a. In the hiring of labor or employees for the performance of any work under this Agreement, by reason of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability discriminate against any person who is qualified and available to perform the work;
   b. In any manner, discriminate against, intimidate, or prevent the employment of any person identified in clause (a) of this section, or on being hired, prevent or conspire to prevent, the person from the performance of any work under this Agreement on account of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability; or
c. Intentionally refuse to do business with, refuse to contract with, or discriminate in the basic terms, conditions, or performance of any agreement related to the work to be performed under this Agreement because of a person’s race, creed, color, national origin, sex, gender identity, sexual orientation, or disability, unless the alleged refusal is because of a legitimate business purpose.

6. Insurance. Licensee shall secure and maintain insurance issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of this Agreement. Licensee and any sub-contractors carrying out work related to this Agreement shall secure and maintain the following insurance:

   a. Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least $100,000 each accident, $500,000 disease - policy limit and $100,000 disease each employee.

   b. Commercial General Liability insurance with limits of at least $2,000,000 general aggregate, $2,000,000 products-completed operations, $2,000,000 personal and advertising injury, $100,000 each occurrence fire damage and $10,000 medical expense any one person. The policy shall be on an occurrence basis, shall include contractual liability coverage and the City shall be named an additional insured.

   c. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least $1,000,000 per accident.

   d. Computer Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) intentional, fraudulent or criminal acts of the Contractor, its agents or employees; and 2) breach of the City’s private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate. If written on a claims-made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3-year extended reporting period.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of Licensee. Any policy deductibles or retention shall be the responsibility of Licensee. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect Licensee’s interest or provide adequate coverage. Each policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless 30 days written notice has been given to the City. Each policy shall be endorsed with a waiver of subrogation in favor of the City and shall be primary, non-contributory to any insurance available to the City. Any insurance available in excess of the minimum limits required herein shall be available to the City.

7. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any intentional or negligent act or
omission of Licensee, its employees, its agents, or employees of subcontractors, in the performance of the operation, work, or services provided by or through this License Agreement, or by reason of the failure of Licensee to fully perform, in any respect, any of its obligations under this License Agreement.

8. Limitation of Liability. The City assumes no liability for loss or damage to Licensee’s Fleet Vehicles or other property or for damages to any third-party or the property of another arising out of or in any way relating to or resulting from Licensee’s operations. The City shall not be responsible for providing security for Licensee’s Fleet Vehicles and Licensee hereby waives any claim against the City in the event Licensee’s Fleet Vehicles or other property are lost or damaged.

9. Maintenance and Care of Property. Licensee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Licensee’s Operation. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee shall pay the City’s reasonable costs in making such repairs, replacements or restorations.

10. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the City.

11. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Licensee under this Agreement shall be considered employees or sub-contractors of the Licensee only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Licensee.

12. Data Practices. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this License Agreement. The City agrees to promptly respond to inquiries from Licensee concerning data requests. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee’s unlawful disclosure or use of data protected under state and federal laws.

13. Inspection of Records. All Licensee records with respect to Licensee’s obligations under this License Agreement shall be made available to the City or its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
14. Ownership of Materials/Intellectual Property. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials furnished by the City in connection with this Agreement shall be the property of the City. The City may use, extend, or enlarge any document produced by the City under this Agreement without the consent, permission of, or further compensation to Licensee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Agreement does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

15. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For the City: Marc Nevinski
mnevinski@goldenvalleymn.gov
(763) 593-8008
7800 Golden Valley Road
Golden Valley, MN 55427

For Licensee: Austin Marshburn
amarshburn@bird.co
1-866-205-2442
406 Broadway #369
Santa Monica, CA 90401

16. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

17. Interpretation of Agreement. In interpretation of this Agreement, the language of the Agreement shall prevail, followed by the language of Licensee’s Application.

18. Venue and Forum. The laws of the State of Minnesota shall govern the interpretation and enforcement of this Agreement and any actions arising out of or relating to this Agreement shall be brought in Hennepin County District Court in the state of Minnesota.

19. No Joint Venture. Nothing herein shall be in any way construed as expressing or implying that Licensee and the City have joined together in any joint venture or are in any manner agreeing to or contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

BIRD RIDES INCORPORATED

By: _________________________________
Print Name: Austin Marshburn

CITY OF GOLDEN VALLEY

By: _________________________________
Shepard M. Harris, Mayor

By: _________________________________
Timothy J. Cruikshank, City Manager
Exhibit A: Reporting Requirements

The following performance indicators shall be reported to the City at the indicated frequency.

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Please provide a monthly report of complaints, issues, or accidents that occur in Golden Valley, Minnesota. The report should contain at least the information specified below.

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<th>Date/Time</th>
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Total Trips
Agenda Item
3. E. 3. Approve Deed Conveying Outlot 2, Murri-Mac Industrial Park-Replat to the City of St. Louis Park

Prepared By
Marc Nevinski, Physical Development Director

Summary
The City of Golden Valley owns a parcel (referred to hereafter as Outlot 2) which is fully located within the Westwood Nature Center, although it is located within the municipal boundaries of Golden Valley. Four other such parcels in the nature center - owned by St. Louis Park but located within Golden Valley – surround Outlot 2. The parcel is largely submerged in Westwood Lake with some wetland vegetation along the northern lot line. Outlot 2 was platted in 1962 as part of the Murri-Mac Industrial Park Addition-Replat and was deeded to the City of Golden Valley in 1971, likely after falling into tax-forfeiture.

The City of St. Louis Park recently received a grant from the DNR to update the City’s recreational spaces within the nature center. As a condition of the grant, the DNR requires a covenant be placed on benefiting parcels to preserve them as outdoor recreational space. Following completion of the work funded by the grant, and upon realizing the parcel is owned by the City of Golden Valley, the City of St. Louis Park asked that the City of Golden Valley place such a covenant on Outlot 2.

In looking into this request, Golden Valley staff found that the parcel is surrounded by other parcels within the nature center which are owned by the City of St. Louis Park, although they are located within the municipal boundary of Golden Valley. Golden Valley staff found that the City does not need to retain ownership of the subject parcel, and recommends conveying the property to the City of St. Louis Park via a quit claim deed. The transfer of property between government agencies is permitted by MN Statutes 465.035.

Financial Or Budget Considerations
There are no budget implications for conveying the parcel to the City of St. Louis Park.

Recommended Action
Motion to authorize the Mayor and City Manager to execute a quit claim deed conveying Outlot 2, Murri-Mac Industrial Park-Replat to the City of St. Louis Park, in a form approved by the City Attorney.

Supporting Documents
- Map of Subject Parcel (1 page)
- Quit Claim Deed (2 pages)
Parcel Ownership - Westwood Hills

Disclaimer: This is not a legal certificate of survey.

Sources: Hennepin County Surveyors Office for Property Lines (2022). City of Golden Valley for all other layers.

City of Golden Valley, Three Rivers Park District, Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS. This map (i) is furnished “AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.

Parcels
St. Louis Park
Golden Valley
Golden Valley City Limit

Westwood Lake
QUIT CLAIM DEED
Business Entity to Business Entity

DEED TAX DUE: $1.70

DATE: April 19, 2022

FOR VALUABLE CONSIDERATION, the City of Golden Valley, a Minnesota municipal corporation ("Grantors"), hereby conveys and quitclaims to the City of Saint Louis Park, a Minnesota municipal corporation ("Grantee") any right, title, or interest Grantor may have in and to certain real property in Hennepin County, Minnesota, legally described as follows:

Outlot 2, Murri-Mac Industrial Park Addition-Replat, Hennepin County, Minnesota

The total amount of consideration is $500.00 or less.

Check here if all or part of the described real property is Registered (Torrens) ☒

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:
☐ The Seller certifies that the Seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: […]).
☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

[Remainder of page intentionally left blank.]
Grantor

By: ________________________________

Print Name: Shepard M. Harris, Mayor

By: ________________________________

Print Name: Timothy J. Cruikshank, City Manager

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on _______________________________, 2022, by Shepard M. Harris as Mayor and Timothy J. Cruikshank as City Manager of the City of Golden Valley, Grantor.

(Stamp)

(signature of notarial officer)

Title: ________________________________

My commission expires: ________________________________ (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
City of Saint Louis Park
5005 Minnetonka Boulevard
Saint Louis Park, MN 55416
Agenda Item

3. F. 1. Approve Resolution No. 22-038 Accepting a donation for a park bench to be located overlooking Cortlawn Pond honoring Chris Wolters.

Prepared By
Rick Birno, Director of Parks & Recreation

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

Financial Or Budget Considerations
Not applicable.

Recommended Action
Motion to adopt Resolution No. 22-038 accepting the donation from the Wolters Family for the addition of a park bench overlooking Cortlawn Pond honoring Chris Wolters.

Supporting Document
- Resolution No. 22-038 accepting a donation of $2,300 from the family of Chris Wolters for a park bench to be overlooking Cortlawn Pond.
RESOLUTION NO. 22-038

RESOLUTION ACCEPTING THE DONATION OF A PARK BENCH FROM THE WOLTERS FAMILY FOR CORTLAWN POND

WHEREAS, the City Council adopted Resolution No. 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

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

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

$2,300 donation from the Wolters family for the addition of a park bench honoring Chris Wolters to be located overlooking Cortlawn Pond.

Adopted by the City Council of Golden Valley, Minnesota this 19th day of April, 2022.

__________________________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________________________
Theresa Schyma, City Clerk
Golden Valley City Council Meeting
April 19th, 2022

Agenda Item
3. F. 2. Approve Resolution No. 22-039 accepting a donation for the addition of a new tee box on regulation course hole #2 at Brookview Golf Course from the Brookview Men’s Golf Association.

Prepared By
Ben Disch, Golf Manager
Rick Birno, Director of Parks & Recreation

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

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to adopt Resolution No. 22-039 accepting the donation from the Brookview Men’s Golf Association for the addition of a new tee box on Brookview regulation course hole #2.

Supporting Document
• Resolution No. 22-039 accepting a donation of $1,000 from the Brookview Men’s Golf Association for a new tee box on Brookview regulation course hole #2.
RESOLUTION NO. 22-039

RESOLUTION ACCEPTING A DONATION FOR THE CONSTRUCTION OF A NEW TEE BOX ON BROOKVIEW REGULATION COURSE HOLE #2 FROM THE BROOKVIEW MEN’S GOLF ASSOCIATION

WHEREAS, the City Council adopted Resolution No. 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

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

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

$1,000 donation from the Brookview Men’s Golf Association for a new tee box on Brookview regulation course hole #2.

Adopted by the City Council of Golden Valley, Minnesota this 19th day of April, 2022.

________________________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________________
Theresa Schyma, City Clerk
Agenda Item
3. F. 3. Approve Resolution No. 22-040 Accepting a Grant for a Physical development Department Intern from the Minnesota Economic Development Foundation.

Prepared By
Myles Campbell, Planner

Summary
Staff applied for a grant from the Minnesota Economic Development Foundation to help fund the cost of a community development intern for Summer 2022. The city received notice on April 5th that they were awarded the grant for $1,000.

Financial Or Budget Considerations
This will offset the total cost for a community development intern by $1,000.

Recommended Action
Motion to adopt Resolution 22-40 accepting a Community-based Intern Grant from the Minnesota Economic Development Foundation for $1,000.

Supporting Documents
• Resolution No. 22-040 Accepting a Community-based Intern Grant from the Minnesota Economic Development Foundation
RESOLUTION NO. 22-040

RESOLUTION ACCEPTING A GRANT FOR A PHYSICAL DEVELOPMENT DEPARTMENT INTERN FROM THE MINNESOTA ECONOMIC DEVELOPMENT FOUNDATION

WHEREAS, Minnesota Statute 465.03 allows cities to accept grants and donations of real or personal property for the benefit of its citizens in accordance with the terms prescribed by the grantor or donor, and,

WHEREAS, the grant is to allow hands-on opportunity for a person interested in the planning field to gain experience and knowledge with the City of Golden Valley, and

WHEREAS, the Grants Policy states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council accepts the following grant from the Minnesota Economic Development Foundation for up to $1,000.

Adopted by the City Council this 19th day of April, 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Agenda Item
3. F. 4. Approve Resolution No. 22-041 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup Grant Program

Prepared By
Myles Campbell, Planner

Summary
The DEED Contamination Cleanup Grant Program helps communities with the costs of redeveloping contaminated sites. City governments must apply for funding on the developer’s behalf. In order to assist with the redevelopment costs of the Golden Valley Business Center development site (located at 6300 Olson Memorial Highway), staff is seeking authorization from the City Council to apply for a Contamination Cleanup Grant from DEED on behalf of the developer, United Properties, LLC. This project will include two office/warehouse buildings that will house office, showroom, R&D, and other light industrial uses. Cleanup activities would begin later this summer and then be substantially completed by the summer of 2023. If the grant is awarded, the Physical Development Department of the City will work with DEED and United Properties, LLC to administer the funds. The developer will be providing the necessary local match for this grant.

The grant request is for $750,000. These funds would be used for the removal of contaminated soils, installation of ventilation piping for vapor mitigation, and environmental testing.

If the development fails to substantially provide the public benefits listed in the grant application within five years from the date the grant is awarded, the City of Golden Valley may be required to repay 100 percent of the grant amount. To mitigate financial risk to the City, the City will be working with the developer on a funding agreement, that would shift this liability to the developer and also establish a procedure for the disbursement of grant dollars from the City to the developer.

Grant applications are due May 1, 2022. Grant funding decisions are expected in the summer of 2022. The developer allowed to incur cleanup costs over the summer in advance of a fully executed grant agreement. In this situation, the developer is reimbursed once the award is available.

Financial Or Budget Considerations
Some staff time is required for grant administration. Along with the larger funding agreement, staff would encourage a deposit agreement be finalized with the developer prior to application in order to ensure timely reimbursement.

**Recommended Action**
Motion to adopt Resolution No. 22-041 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup Grant Program

**Supporting Documents**
- Resolution No. 22-041 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Minnesota Department of Employment and Economic Development (DEED) Contamination Cleanup Grant Program (2 pages)
RESOLUTION NO. 22-041

RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION AND EXECUTION OF AGREEMENTS ON BEHALF OF THE GOLDEN VALLEY BUSINESS CENTER FOR MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) CONTAMINATION CLEANUP GRANT PROGRAM

WHEREAS, the City Council of the City of Golden Valley is the official governing body of the City of Golden Valley, Minnesota; and

WHEREAS, Contamination Cleanup Grant funds would be used for environmental remediation in order to create a buildable site for two office/warehouse employment centers at the former Optum Health Headquarters (6300 Olson Memorial Highway); and

BE IT RESOLVED, that the City of Golden Valley shall act as the legal sponsor for project(s) contained in the Contamination Cleanup Grant Program to be submitted on May 1, 2022 and that the Mayor is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Golden Valley; and

BE IT FURTHER RESOLVED, that the City of Golden Valley is located within the seven county metropolitan area defined in section 473.121, subdivision 2, and is participating in the local housing incentives program under section 473.254.

BE IT FURTHER RESOLVED, that the City of Golden Valley has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

BE IT FURTHER RESOLVED, that the sources and amounts of the local match identified in the application are committed to the project identified.

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

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the City of Golden Valley may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Golden Valley certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

BE IT FURTHER RESOLVED, that the City of Golden Valley has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) on May 1, 2022, by the City of Golden Valley for the Golden Valley Business Center site.

NOW, THEREFORE BE IT FINALLY RESOLVED, that the Mayor and the Clerk, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.
Adopted by the City Council this 19th day of April 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Golden Valley City Council Meeting
April 19, 2022

Agenda Item
3. F. 5. Resolution No. 22-042 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Metropolitan Council Tax Base Revitalization Account (TBRA) grant funds for contamination cleanup

Prepared By
Myles Campbell, Planner

Summary
The Tax Base Revitalization Account (TBRA) Cleanup Grant Program helps communities with the costs of redeveloping contaminated sites for purposes of redevelopment. City governments must apply for funding on the developer’s behalf. In order to assist with the redevelopment costs of the Golden Valley Business Center development site (located at 6300 Olson Memorial Highway), staff is seeking authorization from the City Council to apply for grant dollars on behalf of the developer, United Properties, LLC. This project will include two office/warehouse buildings that will house office, showroom, R&D, and other light industrial uses. Cleanup activities would begin later this summer and then be substantially completed by the summer of 2023. If the grant is awarded, the Physical Development Department of the City will work with the Metropolitan Council and United Properties, LLC to administer the funds. The grant does not require any local match from the City.

The grant request is for $450,000. These funds would be used for the removal of contaminated soils, installation of ventilation piping for vapor mitigation, and asbestos abatement within the existing building as it is demolished.

If the development fails to substantially provide the public benefits listed in the grant application within three years from the date the grant is awarded (with the potential for a two year extension), the City of Golden Valley may be required to repay 100 percent of the grant amount. To mitigate financial risk to the City, the City will be working with the developer on a funding agreement, that would shift this liability to the developer and also establish a procedure for the disbursement of grant dollars from the City to the developer.

Grant applications are due May 2, 2022. Grant funding decisions are expected in the summer of 2022. The developer allowed to incur cleanup costs over the summer in advance of a fully executed grant agreement. In this situation, the developer is reimbursed once the award is available.

Financial Or Budget Considerations
Some staff time is required for grant administration. Along with the larger funding agreement, staff would encourage a deposit agreement be finalized with the developer prior to application in order to ensure timely reimbursement.

**Recommended Action**
Motion to adopt Resolution No. 22-042 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Metropolitan Council Tax Base Revitalization Account (TBRA) grant funds for contamination cleanup

**Supporting Documents**
- Resolution No. 22-042 Authorizing Submittal of Application and Execution of Agreements on behalf of United Properties for Metropolitan Council Tax Base Revitalization Account (TBRA) grant funds for contamination cleanup (2 pages)
RESOLUTION NO. 22-042

RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION AND EXECUTION OF AGREEMENTS ON BEHALF OF THE GOLDEN VALLEY BUSINESS CENTER FOR METROPOLITAN COUNCIL TAX BASE REVITALIZATION ACCOUNT (TBRA) CONTAMINATION CLEANUP GRANT PROGRAM

WHEREAS, the City of Golden Valley is a participant in the Livable Communities Act’s Local Housing Incentives Account Program for 2021 and 2022 as determined by the Metropolitan Council, and is therefore eligible to make application apply for funds under the Tax Base Revitalization Account; and

WHEREAS, the City has identified a contamination cleanup project within the City that meet the Tax Base Revitalization Account’s purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS, the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS, the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Golden Valley authorizes the City Manager or his/her designee to submit an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application.
Adopted by the City Council this 19th day of April 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Agenda Item
3. G. Approve Resolution No. 22-043 for Unassigned Fund Balance

Prepared By
Sue Virnig, Finance Director

Summary
The City of Golden Valley seeks to have a good balance in its General Fund in order to have sufficient reserves for cash flow, projects, and unexpected shortfalls or emergencies. In December 2011, the City established a formal policy that states the level of fund balance should be maintained at 60 percent of adopted expenditures in the General Fund. Adequate reserves indicate fiscal prudence and help the City maintain a high rating with bond-rating agencies, which prefer to see very strong and healthy balances.

When the fund balance is greater than 60 percent, it shall be reduced to 60 percent by using the excess funds for long-term debt reduction, specific one-time projects, acquisitions, or transfers to capital funds to lessen the future impact on the property tax rate. The last few years, Council has had debt reduction and explore all possible financial tools as financial wellness priorities in their Pyramid of Success.

In 2021, General Fund had unassigned fund balance of $309,785. Revenues came in under the 2021 Budget by $65,986. Various charges for services were under due to closures, pandemic concerns, and the market for investments was down. Investments are booked to market at year-end. Although 98% of the investments remain to maturity this lowered the revenues for the general fund. Expenditures came in over by $2,133,500. Of that amount $3,450,000 was assigned from 2020 fund balance to pay off debt.

Staff is recommending the following transfers of unassigned fund balance to help finance one-time projects: transfer $45,000 to be included with the $70,000 from the ARPA funds to the equipment replacement fund to replace antiquated technology in the public safety lower-level training room and $224,499 for Diversity, Equity, Inclusion and Culture programs, police recruitment and Wellness, Training and Human Resource support.

Financial Or Budget Considerations
The assignment of 2021 fund balance helps fund one time needs that will not increase future budgets that will also increase the overall tax levy.
**Recommended Action**
Motion to adopt Resolution No. 22-043 Assigning Fund Balance of $269,499 from the General Fund

**Supporting Documents**
- Resolution No. 22-043 Assigning Fund Balance
- December 2021 General Fund Financial Reports (2 pages)
RESOLUTION NO. 22-043

RESOLUTION ASSIGNING FUND BALANCE OF $224,499 FOR GENERAL FUND PROGRAMS AND TRANSFER $45,000 TO THE EQUIPMENT FUND

WHEREAS, the General Fund Reserves meets 60% of 2022 expenditures, and

WHEREAS, per Resolution 11-82 states that staff will review with the Council any amounts above the 60% and recommend proposed uses of the funds, and

WHEREAS, in 2021, permit revenue was above budget and various expenditures from various departments in the amount above the 60% is $309,785, and

WHEREAS, the amount of $224,499 will stay in the General Fund to fund the following: Diversity, Equity, Inclusion and Belonging; Leadership Development; City-Wide Training; Employee Resource Groups; Equity Data Dashboard; Peace Training; Land Acknowledgement; and Police Recruitment, and

WHEREAS, the transfer of $45,000 to the Equipment Replacement Fund to fund technology needs in the Public Safety Building and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Golden Valley to authorize the transfer of $45,000 from the General Fund to the Equipment Replacement Fund.

Adopted by the City Council of Golden Valley, Minnesota this 19th day of April 2022.

________________________________________
Shepard M. Harris, Mayor

ATTEST:

________________________________________
Theresa Schyma, City Clerk
# City of Golden Valley
Quarterly Budget Report - General Fund Expenditures
December 2021 (unaudited)

<table>
<thead>
<tr>
<th>Division</th>
<th>2021 Budget</th>
<th>December Actual</th>
<th>YTD Actual</th>
<th>Over (Under) Budget</th>
<th>% Of Budget Expend.</th>
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<td>$410,650</td>
<td>46,647</td>
<td>373,285</td>
<td>($37,365)</td>
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<td>269,420</td>
<td>(80,580)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>(2)</td>
</tr>
<tr>
<td><strong>TOTAL Expenditures</strong></td>
<td><strong>$23,532,695</strong></td>
<td><strong>$3,424,960</strong></td>
<td><strong>$25,666,195</strong></td>
<td><strong>$2,133,500</strong></td>
<td><strong>109.07%</strong></td>
</tr>
</tbody>
</table>

(1) Transfers were made in July 2021 but made transfer to Equipment Fund in Jan, 2021.
Assignment of Fund Balance -$2,450,000 debt service
Assignment of Fund Balance -$1,000,000 building fund

(2) Contigencies will be reallocated by December 2021.
### City of Golden Valley
#### Quarterly Budget Report - General Fund Revenues
##### December 2021 (unaudited)

<table>
<thead>
<tr>
<th>Type</th>
<th>2021 Budget</th>
<th>December Actual</th>
<th>YTD Actual</th>
<th>Over (Under) Budget</th>
<th>% of Budget Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Taxes</td>
<td>$20,151,285</td>
<td>9,907,936</td>
<td>20,293,722</td>
<td>$142,437</td>
<td>100.71% (1)</td>
</tr>
<tr>
<td>Licenses</td>
<td>258,895</td>
<td>248,595</td>
<td>248,595</td>
<td>($10,300)</td>
<td>96.02%</td>
</tr>
<tr>
<td>Permits</td>
<td>984,000</td>
<td>140,016</td>
<td>1,373,866</td>
<td>$389,866</td>
<td>139.62%</td>
</tr>
<tr>
<td>Governmental Agencies Aid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>27,000</td>
<td>0</td>
<td>29,169</td>
<td>$2,169</td>
<td>108.03%</td>
</tr>
<tr>
<td>Fire</td>
<td>11,685</td>
<td>1,160</td>
<td>23,516</td>
<td>$11,831</td>
<td>201.25%</td>
</tr>
<tr>
<td>Housing</td>
<td></td>
<td></td>
<td>4,280</td>
<td>$4,280</td>
<td>100%</td>
</tr>
<tr>
<td>Charges For Services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>21,260</td>
<td>181</td>
<td>17,780</td>
<td>($3,480)</td>
<td>83.63%</td>
</tr>
<tr>
<td>Public Safety</td>
<td>164,350</td>
<td>5,103</td>
<td>57,890</td>
<td>($106,460)</td>
<td>35.22% (4)</td>
</tr>
<tr>
<td>Public Works</td>
<td>179,300</td>
<td>28,765</td>
<td>201,379</td>
<td>$22,079</td>
<td>112.31%</td>
</tr>
<tr>
<td>Park &amp; Rec</td>
<td>420,300</td>
<td>12,731</td>
<td>239,864</td>
<td>($180,436)</td>
<td>57.07%</td>
</tr>
<tr>
<td>Other Funds</td>
<td>766,500</td>
<td>212,670</td>
<td>805,260</td>
<td>$38,760</td>
<td>105.06%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>165,000</td>
<td>14,720</td>
<td>127,095</td>
<td>($37,905)</td>
<td>77.03%</td>
</tr>
<tr>
<td>Interest On Investments</td>
<td>150,000</td>
<td>(63,306)</td>
<td>(63,306)</td>
<td>($213,306)</td>
<td>-42.20% (2)</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>203,120</td>
<td>19,285</td>
<td>208,743</td>
<td>$5,623</td>
<td>102.77%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>30,000</td>
<td>7,500</td>
<td>30,000</td>
<td>$0</td>
<td>100.00% (3)</td>
</tr>
<tr>
<td>TOTAL Revenue</td>
<td>$23,532,695</td>
<td>$10,535,356</td>
<td>$23,597,853</td>
<td>$65,158</td>
<td>100.28%</td>
</tr>
</tbody>
</table>

**Notes:**

1. Payments are received in July, December, and January (delinquencies). First 1/2 is higher due to some full payment.
2. Investment income allocated at year end.
3. Transfers are monthly.
4. No SRO Revenue from ISD 281.
Golden Valley City Council Meeting  
April 19, 2022

Agenda Item
3. H. Approve Resolution No. 22-044 - Approval of Plat – Sunnyridge Third Addition

Prepared By
Myles Campbell, Planner

Summary
At the April 5, 2022, City Council meeting, the Council held a public hearing on the Preliminary Plat for the minor lot consolidation of the Sunnyridge Third Addition (428 Sunnyridge Ave N). After the hearing, the Council approved the Preliminary Plat which will consolidate the two underlying lots into one. The Final Plat has now been presented to the City. Staff has reviewed the Final Plat and finds it consistent with the approved Preliminary Plat and the requirements of City Code.

Financial Or Budget Considerations
None

Recommended Action
Motion to adopt Resolution No. 22-044, Approval of Plat – Sunnyridge Third Addition

Supporting Documents
- Resolution No. 22-044, Approval of Plat – Sunnyridge Third Addition (1 page)
- Final Plat of Sunnyridge Third Addition (1 page)
RESOLUTION NO. 22-044

RESOLUTION FOR APPROVAL OF PLAT
SUNNYRIDGE THIRD ADDITION

WHEREAS, the City Council for the City of Golden Valley, pursuant to due notice, has heretofore conducted a public hearing on the proposed plat to be known as Sunnyridge Third Addition covering the following described tracts of land:

Lots 318 and 319, GLENWOOD, Hennepin County, Minnesota.

WHEREAS, all persons present were given the opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Golden Valley, that said proposed plat be, and the same hereby is, accepted and approved, and the proper officers of the City are hereby authorized and instructed to sign the original of said plat and to do all other things necessary and proper in the premises.

Adopted by the City Council this 19th day of April 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
SUNNYRIDGE THIRD ADDITION

PROPERTY BOUNDARIES ARE SHOWN IN RED. LOTS, BLOCKS, ETC., SHOWN IN BLACK. OUTLINES OF INDIVIDUAL LOTS EXCEPT THE CURVE OCCUR AT THE LOCATION OF THE CURVE.
Agenda Item
3. I. Approve Purchase Agreement for 7901 23rd Avenue North Golden Valley, MN

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

Summary
As part of the City’s Municipal Separate Storm Sewer System (MS4) permit with the Minnesota Pollution Control Agency (MPCA), the City must meet certain stormwater regulations for linear projects and fully reconstructed impervious surfaces. The City has always been required under the MS4 permit to manage stormwater and reduce runoff, however, the regulations around linear projects and reconstructed impervious are new requirements that were recently adopted. The old requirements were aimed at new impervious only, not fully reconstructed impervious.

This new MS4 requirement has staff looking for creative solutions to treat stormwater runoff on Pavement Management Program (PMP) projects. The 2022 PMP was already designed when the new MS4 requirements were adopted, so the first project that will implement the new requirements is the 2023 PMP. Staff identified two vacant lots on the 2023 PMP project area as potential stormwater treatment facilities. Both lots are located on the corner of Winnetka Avenue and 23rd Avenue. As part of the design for the 2023 PMP, it was determined that using the south lot only for water quality improvements would meet the new MS4 requirements for the project. Acquisitions of the 7901 23rd Avenue property will provide stormwater quality benefits downstream of the 2023 PMP project area including DeCola Ponds, the Pennsylvania Woods Nature Area, and Bassett Creek. Although the design for the water quality basin is still in concept form, the idea is to include an open basin with pollinator habitat consistent with the City’s Natural Resources Management Plan.

Both lots had appraisals ordered, and for the south lot (7901 23rd), staff had information on the existing soils and floodplain in and around the lot, which is how a fair asking price for the property was determined. The purchase price for the lot is $87,500, which was determined by taking the appraisal price and subtracting costs associated with bringing the lot up to a buildable condition. These costs include flood mitigation, soil corrections, and foundation pilings. As part of the negotiations, it was also agreed that the City would pay up to $2,000 in closing costs as outlined in the purchase agreement.

Financial Or Budget Considerations
Funding for the purchase of the property will come from the $1,250,000 included in the Storm Sewer 2022 CIP (SS-01).
Recommended Action
Motion to approve the Purchase Agreement for 7901 23rd Avenue North, Golden Valley, MN and authorize the City Manager to execute the necessary documents to close on the purchase of the property.

Supporting Documents
- Location Map (1 page)
- Purchase Agreement (11 pages)
PURCHASE AGREEMENT

BEFORE YOU SIGN THIS CONTRACT, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS.

THIS AGREEMENT is made and entered into as of this ____ day of __________, 2022 (“Effective Date”) by and between Dwayne G. Meier (“Seller”) and the City of Golden Valley, a Minnesota municipal corporation (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, Seller is the owner of the real property located at 7901 23rd Avenue North, Golden Valley, Minnesota, more particularly described on the attached Exhibit A (the “Real Property”), together with (i) all improvements and Fixtures constructed or located thereon, if any and (ii) all easements, rights and other interests benefiting or appurtenant thereto (the foregoing, including the Real Property, are collectively referred to herein as the “Property”). Except as may be expressly provided herein, the term Property does not include any personal property. For the purposes of this Purchase Agreement, “Fixtures” are items that are embedded in the Real Property or attached improvements on the Real Property and cannot be removed without damage to the Real Property.

WHEREAS, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property in accordance with the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Purchase Price. The purchase price (“Purchase Price”) for the Property to be paid by Buyer to Seller shall be Eighty Seven Thousand Five Hundred and 00/100 Dollars ($87,500.00), in cash or cash equivalent, on the Date of Closing (defined below), subject to the terms and conditions set out herein.

2. Closing. The closing of this transaction (the “Closing”) shall take place at Buyer’s offices, or another mutually agreed upon location on a date selected by Buyer no more than ten (10) days following the satisfaction or waiver of all of the conditions set forth in Paragraphs 4, 5 and 6 hereof, or such other date, time and place as is mutually agreeable to the parties hereto (hereinafter referred to as “Date of Closing”).

3. Representations and Warranties of Seller. Seller does hereby covenant, warrant and represent to Buyer and agree with Buyer as follows:

   A. Seller has good, marketable, title to the Property of record.

   B. The conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.

   C. There is no litigation pending, or to the best knowledge of Seller, investigation, condemnation or proceeding of any kind threatened against the Seller which may have a material adverse effect upon the Property.

   D. There are no outstanding or unpaid claims, actions, or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the Effective Date. Seller has not used the Property for the storage or disposal of any
hazardous substance as defined in Minnesota Statutes 115B.02, subdivision 8 and Seller has no knowledge or belief that any other person has so used the Property. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the Property by any person in violation of any law.

F. Seller is not a “foreign person” (as defined in Section 1445(f)(3) of the Internal Revenue Code and regulations issued thereunder).

G. Except as otherwise provided herein, there are no deferred real estate taxes, including “Green Acres” taxes under Minnesota Statute 273.11, payment of which is required upon Closing.

H. Seller does not know of any “Wells” on the Real Property within the meaning of Minnesota Statutes 103I.

I. There are no public improvements (water, sewer, sidewalk, street, alley, curbing, etc.) affecting the Real Property which are in progress and for which assessments may be levied after Closing, and Seller has no knowledge of any planned improvements which may result in assessments against the Property.

J. Seller has not entered into any other contracts, agreements or understandings, whether oral or written, for the sale of all or any portion of the Property, and there are no existing rights of first refusal or options to purchase all or any portion of the Property, or any other rights that might prevent the consummation of this Agreement.

K. There are no: (i) contracts, leases, private restrictions or agreements with any public authority that will affect the uses that may be made of the Property, except for building and zoning codes; (ii) agreements to subject architectural plans to an association or other group; (iii) provisions requiring improvements; (iv) provisions requiring the joining of others in group actions; or (v) restrictions imposed on the Property due to its historical significance.

L. Seller has not received any notice of any pending condemnation, eminent domain or other similar action, suit or proceeding that would affect the Property, and to the best of Seller’s knowledge, after due inquiry, there are no such proceedings pending or threatened against the Property.

M. To the best of Seller’s knowledge after due inquiry, no above ground or underground tanks or individual sewage treatment system on, located under, or serving in or about the Real Property, nor have any been located under, in or about the Real Property which have been removed or filled.

N. To the best of Seller’s knowledge after due inquiry, the improvements on the Real Estate, if any, are entirely within the boundary lines of the Real Estate.

O. Seller has not received any notice regarding diseased trees affecting the Property.

P. To Seller’s knowledge, no Methamphetamine production has occurred on the Property.

Q. Seller shall enter into an agreement with Buyer regarding release, payment and assignment of relocation benefits under Minn. Stat. 117.187 on or prior to Closing Date in the form attached hereto as Exhibit C.
Seller hereby agrees that the truthfulness of each of said representations and warranties and all other representations and warranties herein made in a condition precedent to the performance by Buyer of Buyer’s obligations hereunder; and that the said representations and warranties shall be true as of the Effective Date and on the Date of Closing. Upon the breach of any thereof, Buyer, prior to the Date of Closing, may declare this Agreement to be null and void, or Buyer may elect to close this sale. If Buyer elects to declare this Agreement null and void, neither party shall have any rights or obligations hereunder. Seller shall indemnify Buyer, its successors and assigns, against, and shall hold Buyer, its successors and assigns, harmless from, any costs, expenses or damages of any kind or nature, including reasonable attorneys’ fees, which Buyer may incur because of any breach, or claim of breach, of any of the representations and warranties herein contained, whether prior to or after the Date of Closing. While Buyer will advise Seller at Closing of any breach within Buyer’s actual knowledge, consummation of this Agreement by Buyer with knowledge of any such Breach shall not be deemed a waiver or release by Buyer of any claims hereunder due to such breach. All warranties, representations and indemnifications herein contained shall survive Closing for the benefit of Buyer.

4. Title. Buyer shall, at Buyer’s sole expense and within a reasonable time after the Effective Date, examine the title of the Property. Within forty-five (45) days after the Effective Date, Buyer shall make any title objections (“Objections”), which Objections shall be made in writing to Seller. Buyer shall be deemed to have automatically made Objections to any mortgage, judgment, tax lien, mechanic’s lien and any other monetary lien against the Property (collectively, “Monetary Liens”). Any other matter disclosed by the Buyer’s examination and not timely objected to by Buyer shall be a “Permitted Encumbrance” hereunder. Seller will have thirty (30) days after receipt of the Objections (the “Cure Period”) to cure the Objections, during which the Closing will be postponed as necessary; provided, however, that Seller shall pay Monetary Liens out of proceeds from Closing on the Closing Date if they are not satisfied prior thereto. If the Cure Period expires prior to the Closing Date, Buyer shall have the right to extend the Cure Period to the Closing Date. Seller shall use reasonable efforts to correct any Objections, and Buyer may waive any Objections not cured prior to Closing. If Seller shall fail to have such Buyer’s Objections removed or satisfied in accordance with the terms hereof, Buyer may, at its sole election:

i. terminate this Agreement without any liability on its part;

ii. if the objections are liens that may be removed by the payment of sums of money, discharge any such liens and take title to the Property pursuant to the terms of this Agreement, and deduct the same from the cash due and payable to Seller on the Closing Date;

iii. delay the Closing until the objections are removed or satisfied; or

iv. waive the objections and close this transaction.

5. Buyer’s Investigation. It is expressly understood by Seller that, during the term of this Agreement, Buyer intends to undertake preliminary investigation of the Property. The parties hereto covenant and agree relative thereto as follows:

A. From and after the date hereof, Buyer, and its representatives, shall have the right to enter upon the Property for the purpose of surveying, conduct soil tests thereon, and making such other physical inspection thereof as Buyer deems necessary or appropriate; provided, however, that in the course of such activities, Buyer shall make no permanent visible
improvements to the Property prior to the Date of Closing. In the event Buyer fails to close its acquisition of the Property, copies of the foregoing shall be made available to Seller at no cost.

B. Buyer shall not suffer or permit any mechanics’ liens to attach to or be filed against or upon the Property or any part thereof; as a result of Buyer’s activities or investigations at the Property; provided, however, that Buyer shall have the right to contest the validity or amount of any such liens, if Buyer shall give reasonable security (not to exceed one and one-half times the amount of each lien) as may be demanded by Seller to insure payment thereof and to prevent forfeiture of the Property by reason of such nonpayment. Upon final determination of such lien or liens, Buyer shall pay any judgment rendered from the security provided, and any additional funds as needed.

C. Minnesota Statutes, Sections 513.52 to 513.60, regarding the Property, are not applicable.

6. Conditions Precedent to Closing by Buyer. All obligations of Buyer under this Agreement are subject to the following contingencies, each of which must be, in Buyer’s sole discretion, satisfied on or before sixty (60) days after the Effective Date (the “Contingency Date”). Only Buyer may waive any of the following contingencies.

A. All of the representations and warranties by Seller contained in paragraph 3 hereof shall be true and correct as of the Date of Closing.

B. Seller shall have fully complied with and performed the conditions and agreements on its part required by the terms hereof.

C. Buyer shall have obtained all requisite consents or approvals required by any applicable statute, ordinance, governmental restriction or regulation, or private restriction or agreement applicable to the Property or the purchase thereof, in manner satisfactory to Buyer.

E. Buyer shall have the right to inspect the Property, and Buyer shall be satisfied, in its sole discretion, with these inspections and matters or conditions disclosed thereby.

G. Buyer shall have determined that all title and survey matters with respect to the Property are acceptable to Buyer.

If any of the foregoing contingencies are not satisfied by the Contingency Date, Buyer shall have the right to terminate this Agreement. Buyer shall also have the right to unilaterally waive any condition herein set forth and proceed to close. In the event Buyer desires to terminate this Agreement by reason of the failure of any one or more of the conditions above set forth, it shall do so by serving written notice to Seller, and this Agreement shall thereafter be null and void.

7. Real Estate Taxes, Special Assessments and Prorations. On the Date of Closing, the following prorations shall be made:

A. The real estate taxes and special assessments due and payable in all years prior to the year of Closing shall be paid in full by Seller.

B. Seller shall be responsible for payment of the real estate taxes equal to an amount that is the fraction of the real estate taxes the numerator which is the number of days from January
1, 2018, to the Date of Closing and the denominator of which is the number of days in the full year. For purposes of this paragraph, the phrase “real estate taxes due and payable” in a given year includes any installments of special assessments due and payable in that year.

C. Seller shall pay all state deed tax payable as a result of this transaction.

D. Seller shall pay any outstanding utility bills that affect the Property.

E. Seller will pay the cost of recording all documents necessary to place record title for the Property in the condition required by Seller under this Agreement.

8. **Obligations of Seller at Closing.** At Closing, Seller shall do the following:

   A. Deliver to Buyer a warranty deed ("**Warranty Deed**") duly executed and acknowledged by Seller, in recordable form, conveying to Buyer good and marketable title to the Property free and clear of all liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and any other matters affecting title except for such matters as have been waived by Buyer in writing as Permitted Encumbrances.

   B. Deliver to Buyer its Affidavit, duly executed and acknowledged by Seller, in customary form, relative to judgments, federal tax liens, mechanic’s liens and outstanding interests in the Property.

   C. Pay or cause the payment of any other sum required to be paid by Seller pursuant to this Agreement.

   D. Deliver to Buyer a certificate, in form and substance satisfactory to the parties hereto and their counsel, properly executed by Seller containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Seller is not a “foreign person” (as defined in Section 1445(f)(3) of such Code and such regulations).

   E. Execute and deliver a Well Disclosure Statement, properly executed and in recordable form, disclosing any wells existing on the Property or, if no wells, a statement to that effect on the Personal Representative’s Deed.

   F. Subject to the rights of the Seller to rent back the Property under the Rent Back Agreement, remove all personal property from the Property and all debris from the Property.

   G. Execute and deliver such additional documents as are reasonably necessary to consummate the transactions contemplated by this Agreement.

   H. Deliver to Buyer a certificate a Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

   I. If the Real Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minnesota Statute 116.48.

   J. Pay all utilities due as of the Date of Closing and provide evidence thereof that may be requested by Buyer.
K. All other documents reasonably determined by Buyer to be necessary to transfer the Real Property to Buyer free and clear of all encumbrances.

9. **Obligations of Buyer at Closing.** Subject to the full, complete and timely performance by Seller of its obligations hereof, Buyer shall do the following:

A. Deliver to Seller the Purchase Price in the manner set forth in Paragraph 1 hereof.

B. Pay or cause the payment of:

   i. any sum required to be paid by Buyer pursuant to this Agreement; and

   iii. filing fee to record the Warranty Deed.

10. **Buyer’s Inspection.** The Buyer may inspect the Property prior to closing, upon 24 hour notice to Seller to determine that the condition of the Property is as warranted. In the event the Property is not as warranted this agreement shall become null and void, at the Buyer’s option, and all monies paid hereunder shall be refunded to Buyer.
11. Closing Costs. The costs of closing, if not determined by other provisions of this Agreement shall be paid as follows:

A. Seller’s Costs. Seller shall pay the following costs at closing:

   (1) Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.

   (2) Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.

   (3) Document preparation costs for Seller’s deed, Certificate of Real Estate Value, Seller’s affidavit, Well Disclosure Certificate (if required), and any other documents necessary to transfer good and marketable title by Seller’s deed.

   (4) Deed tax on Seller’s deed and any Agricultural Conservation deed tax charged under Minn. Stat. § 40A.152.

   (5) Fees payable to Seller’s lawyer or to a title closer for conducting the title transfer portion of the closing. If Seller is not providing a lawyer or title closer for the title transfer portion of the closing, then Seller shall pay one half of the closer’s fee.

B. Buyer’s Costs. Buyer shall pay the following at closing:

   (1) Document preparation costs, recording fees, and mortgage registry taxes for documents necessary for Buyer’s mortgage financing, if any.

   (2) Document filing fee for a Well Disclosure Certificate, if applicable.

   (3) Any Agricultural Conservation deed tax on Buyer’s mortgage deed charged under Minn. Stat. § 40A.152.

   (4) Loan closer’s fee, if any.

   (5) Recording fee for deed, contract for deed, or other instrument of conveyance where Buyer is the grantee.

   (6) And also the following costs: Up to $2,000 toward Buyer’s broker fee.

12. Remedies.

A. In the event Seller shall fail to consummate the sale of the Property for any reason except the default of Buyer, Buyer may terminate this Agreement and may enforce specific performance of this Agreement, as permitted by law, within six (6) months from the time such cause of action arose.

B. In the event Buyer shall fail to consummate the purchase of the Property for any reason except for the default of Seller or the failure of a condition precedent, Seller may, as its sole remedy, terminate this contract as provided in Minnesota Statute 559.21.
13. **Notices.** All notices to be given by either party to the other hereunder shall be in writing, addressed as follows and deemed to have been given (a) if delivered by hand, upon personal delivery, (b) if delivered by overnight courier service, one (1) business day after delivery to such courier service, and (c) if delivered by mail, three (3) business days after deposit in the mail:

If to Buyer:  
City of Golden Valley  
Attn: Jeff Oliver  
7800 Golden Valley Road  
Golden Valley, MN 55427  
mnevinski@goldenvalleymn.gov

Copy to:  
Maria Cisneros, City Attorney  
7800 Golden Valley Road  
Golden Valley, MN 55427  
mcisneros@goldenvalleymn.gov

If to Seller:  
Dwayne G. Meier  
517 West River Parkway  
Champlin, MN 55316

14. **Miscellaneous.**

A. This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, successors and assigns of the parties hereto.

B. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been drafted or prepared by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

C. The parties agree to mutually execute and deliver to each other, at Closing, such other and further documents as may be reasonably required by counsel for the parties or any title insurer, to carry into effect the purposes and intents of this Agreement.

D. The parties hereto do hereby acknowledge that time is of the essence of each and every term and condition of this Agreement.

E. All of the covenants, representations and warranties of this Agreement, or in any schedule, exhibit, certificate, or document delivered in connection with this Agreement will survive and be enforceable after the Closing.

F. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

G. If any provision of this Agreement in invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

H. The Recitals contained in this Agreement are hereby incorporated as material representations and terms of this Agreement

15. **Condemnation.** If, prior to Date of Closing, any governmental entity commences any eminent domain proceedings (“**Proceedings**”) against all or any part of the Property, Seller shall
immediately give notice to Buyer of such fact, and at Buyer’s option (to be exercised by notice to Seller within thirty (30) days after Seller’s notice), this Agreement shall terminate. Upon such termination, neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer does not give such notice, then there shall be no reduction in the purchase price, and Seller shall assign to Buyer at the Closing all of Seller’s right, title, and interest in and to any award made or to be made in the Proceedings. Prior to the Date of Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to the Proceedings without Buyer’s prior written consent.

16. Executory Period. During the period from the date hereof through the Date of Closing (the “Executory Period”), Seller shall keep and maintain the Property in a reasonable safe condition. Seller shall not alter or damage any part of the Property. Seller shall bear the risk of loss or damage to the Property through the Executory Period. However, during the Executory Period, Seller shall not execute or amend any contracts, leases, or other agreements regarding the Property that are not terminated prior to the Closing Date, nor perform any act that would impair or encumber the title to the Property, without the prior written consent of Buyer.

17. Possession. Subject to the rights of the Seller to rent back the Property under the Rent Back Agreement, Seller agrees to deliver possession of the Property no later than the Date of Closing provided all conditions of this agreement have been complied with.

18. City Council Approval. Notwithstanding anything to the contrary herein, the Buyer’s purchase of the Property contemplated herein is subject to the approval of the City of Golden Valley City Counsel.

[Signatures begin on next page]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**Seller:**

Dwayne G. Meier

**Buyer:**

Buyer does hereby agree to purchase the Property for the price and upon the terms set forth above, and subject to all conditions herein expressed, and subject to the approval of the Golden Valley City Council.

City of Golden Valley, a Minnesota municipal corporation

By: Timothy J. Cruikshank, City Manager
EXHIBIT A

Legal Description for Property

The Property located at 7901 23rd Avenue North, Golden Valley in the County of Hennepin, State of Minnesota with the County Tax PID No. 3011821140042, and legally described as follows:

Lot 1, Block 1, E.A. Anderson’s Addition, Hennepin County, Minnesota.
Agenda Item
6. A. First Consideration of Ordinance No. 738 Amending the 2022 Master Fee Schedule for Outdoor Service Areas in Targeted Zoning Districts

Prepared By
Sue Virnig, Finance Director

Summary
Staff will be presenting the first consideration of a fee for outdoor service areas in targeted zoning districts. Council approved an Ordinance Amending Chapter 113: Zoning to Allow for Outdoor Service Areas in Targeted Zoning Districts on March 15, 2022. An additional ordinance must be adopted to amend the 2022 Master Fee Schedule that was approved by Council on November 3, 2021. The approval of Ordinance No. 738 will allow for new application and renewal fees to be charged. Staff is recommending a $200 application fee and $100 annual renewal fee.

Financial Or Budget Considerations
The application fee covers staff time working with the facility.

Recommended Action
Motion to adopt First Consideration, Ordinance No. 738 Amending the 2022 Master Fee Schedule for Outdoor Service Areas in Targeted Zoning Districts Fees.

Supporting Documents
• Ordinance No. 738 Amending the 2022 Master Fee Schedule for Outdoor Services Areas in Targeted Zoning districts Fees (1 page)
ORDINANCE NO. 738
AN ORDINANCE AMENDING THE CITY CODE
Amending the 2022 Master Fee Schedule for
Certain Fees for Outdoor Service Areas in Targeted Zoning Districts

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

Section 1. The City Code requires that certain fees for City services and licenses be established from time to time by the City Council.

Section 2. The 2022 Master Fee Schedule of the City Code is hereby amended by adding the following new fees for Outdoor Service Areas In Targeted Zoning Districts:

- Outdoor Service Area in Targeted Zoning Districts Application: $200
- Renewal Fee: $100

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

First Consideration: April 19, 2022
Second Consideration: May 3, 2022
Date of Publication: May 12, 2022
Date Ordinance takes effect: May 12, 2022

Adopted by the City Council this 3rd day of May 2022.

__________________________________________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________________________________________
Theresa Schyma, City Clerk
<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
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<tbody>
<tr>
<td><strong>APRIL</strong></td>
<td></td>
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<tr>
<td>Thursday, April 21</td>
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<tr>
<td>League of Women Voters Golden Valley Annual Meeting</td>
<td>6:30 PM - 8:30 PM</td>
<td>Brookview</td>
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<tr>
<td><strong>Friday, April 22</strong></td>
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<tr>
<td>PRISM Volunteer Luncheon</td>
<td>12:00 PM - 1:30 PM</td>
<td>PRISM 1220 Zane Ave N</td>
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<td><strong>Saturday, April 23</strong></td>
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<tr>
<td>Run the Valley</td>
<td>7:45 AM</td>
<td>Brookview</td>
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<tr>
<td>One Good Deed Community Service Group - Earth Day Clean Up Event</td>
<td>12:00 PM - 4:00 PM</td>
<td>Meet at 1315 Valders Ave N</td>
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<tr>
<td><strong>Thursday, April 28</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Valley View Room</td>
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<tr>
<td>Board/Commission Recognition Dinner</td>
<td>5:30 PM</td>
<td>Brookview</td>
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<tr>
<td><strong>MAY</strong></td>
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<tr>
<td>Tuesday, May 3</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<td><strong>Wednesday, May 4</strong></td>
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<tr>
<td>Zane Avenue/Lindsay Street Reconstruction Open House</td>
<td>2:30 PM - 6:30 PM</td>
<td>Brookview Wirth Lake Room</td>
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<td><strong>Tuesday, May 10</strong></td>
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<tr>
<td>HRA Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<tr>
<td><strong>Tuesday, May 17</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<td><strong>Thursday, May 19</strong></td>
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<tr>
<td>Trivia Night Fundraiser for Struthers Parkinson’s Center</td>
<td>5:30 PM</td>
<td>Chester Bird Post 523 American Legion, 200 Lilac Dr N</td>
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<td><strong>Thursday, May 19</strong></td>
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<tr>
<td>Building An Equitable Golden Valley Quarterly Conversation: Environmental Justice</td>
<td>6:00 PM - 7:15 PM</td>
<td>Virtual Event</td>
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<td><strong>Saturday, May 21</strong></td>
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<tr>
<td>Celebrating Women-Owned Businesses Expo</td>
<td>10:00 AM - 2:00 PM</td>
<td>Church of the Sacred Heart 4087 West Broadway Ave, Robbinsdale</td>
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<td><strong>Thursday, May 26</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Valley View Room</td>
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<tr>
<td><strong>Monday, May 30</strong></td>
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<td>City Offices Closed for Observance of Memorial Day</td>
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<tr>
<td><strong>JUNE</strong></td>
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<td>Tuesday, June 7</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
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<tr>
<td><strong>Tuesday, June 14</strong></td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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