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 2451 838 4154. 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 2451 838 4154. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance and Land Acknowledgement
   B. Roll Call
   C. Proclamation Honoring LGBTQ+ Month – June 1-30, 2022
   D. Proclamation Observing June 19th as Juneteenth Freedom Day

2. Additions and Corrections to Agenda

3. Consent Agenda
   Approval of Consent Agenda - All items listed under this heading are considered to be routine by the City Council and will be enacted by one motion. There will be no discussion of these items unless a Council Member so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

   A. Approval of City Council Meeting Minutes – Regular Meetings of 2022 – January 4, February 2 and 15, March 1 and 15, April 5, and May 3
   B. Approval of Check Register
   C. Licenses:
      1. Grant Gambling License Exemption and Waiver of Notice Requirement – Sons of the American Legion Post 523
      2. Approve 2022-2023 Liquor License Renewals
      3. Approve New Multi-Family Rental Property License at The Xenia
D. Bids, Quotes and Contracts:
   1. Approve Professional Services Agreement with Quetica, LLC for the City Hall Boiler Replacement Project #22-16
   2. Authorize Agreement Amendment for Custodial Services with Stratus Building Solutions
   3. Authorize Agreement for Bassett Creek Streambank Stabilization Project #22-15 with ISG
   4. Award and Authorize Agreement for Winnetka Avenue Pedestrian Flasher Project #10-15 Contract to Pember Companies, Inc.
   5. Award and Authorize Contract for Miscellaneous Traffic Signal Modification Project #22-12 to Killmer Electric
   6. Adopt Resolution No. 22-054 Requesting Variance from Standards for State Aid Operations for Olson Memorial Frontage Road on Douglas Drive and Trunk Highway 55 Underpass Project
   7. Approve Agreement with Police Assistants Chiefs Union (LELS Local #485)
   8. Approve Proposed PERA Settlement Agreement
   9. Approve Law Enforcement Services Agreement with Hennepin County Sheriff’s Office
E. Adopt Resolution No. 22-055 Entering into Host Site Agreement with Minnesota Pollution Control Agency
F. Authorize First Amendment to the Agreement with the Center for Energy and Environment to Perform Home Energy Squad Visits

4. Public Hearing
   A. Adopt Resolution No. 22-056 to accept the Municipal Separate Storm Sewer System General Permit, Storm Water Pollution Prevention Program, 2021 Annual Report to the Minnesota Pollution Control Agency
   B. Adopt Resolution No. 22-057, Outdoor Service Area Permit (OSA-1) to Allow for Outdoor Dining at 7345 Country Club Drive
   C. Consideration of Preliminary Plan for Minor Subdivision at 7324 Harold Avenue North
   D. Adopt Ordinance No. 739, Zoning Code Text Amendment – Expanding Allowed Temporary Mobile Retail and Service Uses

5. Old Business

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

7. Adjournment
Agenda Item
1. C. Proclamation Honoring LGBTQ+ Month – June 1-30, 2022

Prepared By
Tim Cruikshank, City Manager

Summary
June is celebrated as Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Pride Month. The purpose of the month is to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice. The proclamation also calls upon the entire community to work together to promote equal rights and eliminate prejudice everywhere it exists.

Supporting Documents
- Proclamation Honoring LGBTQ+ Month – June 1-30, 2022 (2 pages)
WHEREAS, the month of June is celebrated as Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Pride Month, commemorating the historic 1969 Stonewall Riots in New York City and the first Pride march in New York in June 1970; and

WHEREAS, Pride Month brings awareness to historic and present day discrimination, harassment, and violence toward individuals who identify as LGBTQ+; and

WHEREAS, Pride Month affirms the dignity, equal rights and visibility of individuals who identify as LGBTQ+; builds community, and celebrates sexual identity diversity and gender variance; and

WHEREAS, LGBTQ+ people have made, and continue to make, great and lasting contributions that strengthen the fabric of society; and

WHEREAS, the City of Golden Valley Welcome Statement asserts all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights; and

WHEREAS, the City of Golden Valley includes the LGBTQ+ community as a part of its commitment to diversity, equity, and inclusion; and

WHEREAS, on July 30, 2013, the City of Golden Valley Human Rights Commission passed Resolution No. 13-1 Acknowledging the Minnesota Marriage Equality Act of 2013; and

WHEREAS, on March 4, 2020, the City of Golden Valley passed a Proclamation Opposing the Practice of Conversion Therapy; and

WHEREAS, the City of Golden Valley calls upon the community to work together to promote equal rights and eliminate prejudice everywhere it exists.
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Golden Valley does hereby proclaim June 2022 as LGBTQ+ Pride Month and call upon the people of Golden Valley to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Golden Valley to be affixed on this 7th day of June, 2022.

Shepard M. Harris, Mayor
Agenda Item

1. D. Proclamation Observing June 19th as Juneteenth

Prepared By
Kiarra Zackery, Equity and Inclusion Manager
Theresa Schyma, City Clerk

Summary
For more than 150 years, Black Americans celebrate June 19, or Juneteenth, as Freedom Day in recognition of the end of slavery. Although President Abraham Lincoln ratified the Emancipation Proclamation to abolish slavery on January 1, 1863, slaveholders in Texas withheld information of abolition from enslaved Black Americans until Union troops shared the news on June 19, 1865. As word spread Black Americans nationwide collectively celebrated their freedom and called the celebration Juneteenth, a combination of June and Nineteenth. Black communities across the nation still celebrate and recognize Juneteenth Freedom Day, as the end of slavery. The proclamation calls for the recognition of June 19 as Juneteenth Freedom Day and the continued commitment to dismantle oppressive systems impacting the descendants of formerly enslaved Black Americans.

The week of June 13 – June 19, 2022, the City of Golden Valley will support community celebrations of Juneteenth like the Kumbayah! Play and conversation facilitated by Sweet Potato Comfort Pie and conduct interviews of Black-owned businesses and Black business owners in Golden Valley.

Financial Or Budget Considerations
N/A

Recommended Action
Adopt Proclamation Observing June 19 as Juneteenth

Supporting Documents
• Proclamation Observing June 19 as Juneteenth (1 page)
CITY OF GOLDEN VALLEY

PROCLAMATION RECOGNIZING JUNETEENTH FREEDOM DAY
JUNE 19, 2022

WHEREAS, the City of Golden Valley believes in and stands for the values of social equity, inclusion, and justice and is dedicated to being a supportive and united community, strengthened by the diversity of our residents and visitors; and

WHEREAS, July 4, 1776 and every year after is the national recognition of independence for the United States of America, but does not acknowledge the continued oppression for formerly enslaved and the descendants of enslaved Black bodies; and

WHEREAS, on January 1, 1863, the Emancipation Proclamation was signed, giving freedom to enslaved people in the rebelling states, however not all enslaved people had received word about their liberation until June 19, 1865 when Union troops arrived in Galveston, Texas, to announce the end of the Civil War and the insidious institution of slavery; and

WHEREAS, June 19th has a special meaning to Black Americans, and is called “Juneteenth” combining the words June and Nineteenth, and has been celebrated by the Black community for over 150 years; and

WHEREAS, Juneteenth commemorates an extraordinary moment in our nation’s history and is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, we recognize and honor those who suffered and acknowledge the evils of slavery and its aftermath of pervasive and present systemic racism; and

WHEREAS, we acknowledge Black Americans and the significant contributions and achievements made within our community and culture both past and present.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Golden Valley does hereby proclaim June 19, 2022 as “Juneteenth Freedom Day” and call upon the people of Golden Valley to celebrate freedom for all Americans and educate themselves on the complete history and heritage of our nation, as we support the continual dismantling of oppressive systems in our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Golden Valley to be affixed on this 7th day of June, 2022.

Shepard M. Harris, Mayor
REGULAR MEETING MINUTES

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

1. Call to Order
   Mayor Harris called the meeting to order at 6:30 pm.
   
   A. Pledge of Allegiance
   
   B. Incoming Council Member Introduction
   
   Mayor Harris thanked outgoing Council Member Fonnest for his service and for being present for the transition and start of Council Member La Mere-Anderson’s term in office.

   Outgoing Council Member Fonnest officially welcomed Council Member La Mere-Anderson to the City Council and wished her well.

   C. Oaths of Office
   
   City Clerk Schyma administered the oath of office to Council Members La-Mere Anderson and Rosenquist.

   D. Seating of the Council
   
   Council Members La Mere-Anderson and Rosenquist thanked Golden Valley residents, their volunteers who assisted during their campaigns, and their families for their support.

   E. Roll Call
   
   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
   
   Staff present: City Manager Cruikshank, City Attorney Cisneros, City Engineer Oliver, Environmental Resources Supervisor Eckman, Assistant City Engineer Kakach, Finance Director Virnig, Physical Development Director Nevinski, Planning Manager Zimmerman, and City Clerk Schyma
   
   Note: Council Member Rosenquist was located in the Manager’s Conference Room of City Hall for health reasons and was therefore appearing at the meeting virtually.

   F. Presentation of Engineering Awards to the City of Golden Valley for the DeCola Ponds Project
City Engineer Jeff Oliver discussed the awards and credited Environmental Resources Supervisor Eckman for his work on the project.

2. **Additions and Corrections to Agenda**

**Motion by Sanberg, Second by M. Harris** to approve the meeting agenda as submitted.

Motion carried 5-0.

3. **Consent Agenda**

**Motion by M. Harris, Second by Sanberg** to approve the Consent Agenda as submitted.

Motion carried 5-0.

A. Approval of City Council Minutes – Special Meeting of November 9, 2021
B. Bids, Quotes, and Contracts:
   1. Approve Contract for Influent Meter Pit Repairs with Rice Lake Construction Group
   2. Approve Purchase of an Asphalt Paver from Ziegler Cat in the amount of $226,735
   3. Approve Professional Services Agreement with Short Elliot Hendrickson (SEH), Inc. for Winnetka Avenue Pedestrian Signal Design and Construction Services
   4. Approve Updated Municipal Legislative Commission Joint Cooperative Agreement
C. Grants and Donations:
   1. Approve Resolution No. 22-001 Transferring ARPA Funds to the HRA to Implement a Rent and Household Assistance Program and to Approve the Grant Agreement for the Golden Valley Rent and Household Assistance Fund
   2. Approve Resolution No. 22-002 Transferring ARPA Funds to the HRA to Implement a Housing Navigation Services Program and to approve the Grant Agreement for the Golden Valley Housing Navigation Services Program
D. Approve Resolution No. 22-003 Designating Depository for City Funds
E. Approval of the Use of Credit Cards for Purchases for 2022
F. Approve Resolution No. 22-004 Making Annual Elections for 2022-2023 Insurance Policy
G. Designation of 2022 Official Newspaper
H. Approval of City Check Register

4. **Public Hearing**

A. 2022 Pavement Management Program
   1. Conduct Public Hearing for Special Assessments and Approve Resolution No. 22-005 Adopting and Confirming Assessments for Various Public Improvements in the 2022 Pavement Management Area
   2. Approve Professional Services Agreement with Short Elliot Hendrickson (SEH), Inc. for Construction Engineering Services for an amount not to exceed $239,900
   3. Approve Construction Services Agreement with GMH Asphalt Corporation in the amount of $5,263,550.91
Assistant City Engineer RJ Kakach presented the staff reports.

Mayor Harris opened the public hearing.

Ruth Paradise, 8515 Duluth Street, asked staff to discuss a cost-savings opportunity for homeowners to have a sanitary sewer inspection during the project.

Mayor Harris closed the public hearing

**Motion by M. Harris, Second by Sanberg** to Approve Resolution No. 22-005 Adopting and Confirming Assessments for Various Public Improvements in the 2022 Pavement Management Area.

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

**Motion by Sanberg, Second by La Mere-Anderson** to authorize the Mayor and City Manager to execute a professional services agreement with Short Elliott Hendrickson, Incorporated in the form approved by the City Attorney for the observation, construction staking, and engineering services on the 2022 PMP, for an amount not to exceed $239,900.

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

**Motion by M. Harris, Second by Sanberg** to authorize the Mayor and City Manager to execute a construction agreement with GMH Asphalt Corporation in the form approved by the City Attorney for the 2022 Pavement Management Project #21-01 in the amount of $5,263,550.91.

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

**B. Formal Public Hearings – Artessa Senior Cooperative, 7001 Golden Valley Road**

1. Future Land Use Map Amendment, Resolution No. 22-006
2. Zoning Map Amendment, Ordinance No.731
3. Preliminary Plan for Subdivision
4. Conditional Use Permit No. 172 to Allow for Additional Height on a Building

Planning Manager Jason Zimmerman presented the staff reports.

The Council consensus was to allow members of the applicant group to provide background information about the project.

Ben Landhauser, Vice President of Artesa Development, LLC, made a thorough presentation about the details of the project.
Tom Conlin, Golden Valley Country Club (GVCC), stated his support for the project on behalf of the Club.

Mayor Harris opened the public hearing.

Melanie Dunleavy, Minnetonka resident and GVCC board member, voiced her support for the project.

Steve Bennett, 540 Varner Circle, spoke in opposition to the project and voiced his concerns regarding size, location, and additional traffic.

Joe Komarek, 8212 Golden Valley Road, voiced his support for the project, returning the proposed land use change to the Planning Commission for additional evaluation, and the GVCC.

Brett Weiss, 1620 Noble Drive, voiced his support for the project, developer, and the GVCC.

Bob Plantenberg, 6809 Country Club Drive, stated his concerns that the developer is threatening to completely pull the project unless they receive certain approvals tonight. He has concerns with this project and urged the Council to deny the proposal until the Planning Commission has had a chance to review the new materials.

Harmony Bennett, 540 Varner Circle, spoke in opposition to the project and wants future notifications to go beyond the required 500 feet because it does impact the entire neighborhood.

Blythe Stillwell, 521 Varner Circle, moved to Golden Valley for the peace, sanctuary, and environment. She stated appreciation for the developers making changes after speaking to the neighbors and their concerns; however, she believes more work needs to be done with the proposal.

Erik Pederson, 130 Louisiana Avenue North and GVCC member, asking the Council to support an initiative to bring more senior housing to Golden Valley. He added that change is difficult but wants this proposal to keep moving forward.

Mark Zeman, 2611 Lee Avenue and President of the GVCC, stated his support for the project and would like to developer to receive clear direction from the Council tonight.

Brenna Gentrup, 7101 Glenwood Avenue, stated opposition to the project due to traffic and safety concerns in a residential neighborhood.

Barb Prindle, Golden Valley resident, had questions about the difference between LEED-like and LEED certification energy efficient building materials that were noted in the proposal.
Suzanne Forward, 6745 Country Club Drive, asked about the affordability component of the project.

Marcia Anderson, 130 Edgewood Avenue North, stated her endorsement to return this proposal to the Planning Commission for their review.

Ruth Paradise, 8515 Duluth Street, likes the idea of being able to stay in Golden Valley when her time being able to care for a single-family home is no longer feasible.

Heidi McCallister, 7215 Glenwood Avenue, stated her opposition to the project and agreed with the other concerns that were mentioned during the hearing. She also mentioned that this neighborhood has been through several projects lately and it is a lot to absorb.

Mayor Harris closed the public hearing.

Council Member Sanberg would like to see the proposal go back to the Planning Commission for review. She added that two things residents are always asking for in Golden Valley is more senior housing and more affordable housing and this proposal could potentially bring both of those options to the City.

Mayor Harris stated he is supportive of this proposal and doesn’t see the benefit of sending it back to the Planning Commission. He respects the work that has been done by the Planning Commission but doesn’t believe delaying this proposal benefits the community as a whole.

**Motion by Rosenquist, Second by La Mere-Anderson** to return the proposed land use change to the Planning Commission for additional evaluation in light of revisions submitted by the applicant.

**Motion carried 4-1.** (In Favor: M. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: S. Harris)

**Motion by Rosenquist, Second by Sanberg** to return the proposed zoning change to the Planning Commission for additional evaluation in light of revisions submitted by the applicant.

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

**Motion by Rosenquist, Second by La Mere-Anderson** to return the proposed subdivision to the Planning Commission for additional evaluation in light of revisions submitted by the applicant.

**Motion carried 5-0 with unanimous approval.** (In Favor: M. Harris, S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: N/A)
In regards to Conditional Use Permit No. 172 to Allow for Additional Height on a Building, the applicant has modified the proposal and reduced the height of the building. A conditional use permit is no longer required and the application has been withdrawn. No action was needed or taken by the City Council.

5. Old Business

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

A. Second Consideration of Ordinance No. 730 Amending City Code Chapter 103 Authorizing the City to Complete Plumbing Plan Review

Physical Development Director Marc Nevinski presented the staff report.

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

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

B. Review of Council Calendar

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

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

7. Adjournment

Motion by Sanberg, Second by M. Harris to adjourn the meeting at 10:27 pm.

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

__________________________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________________________
Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

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

1. Call to Order
   Mayor Harris called the meeting to order at 6:37 pm.
   
   A. Pledge of Allegiance
   
   B. Roll Call
   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
   Staff present: City Manager Cruikshank, Planning Manager Zimmerman, City Attorney Cisneros, and City Clerk Schyma
   
   C. Annual Discover St. Louis Park Presentation
   Mayor Harris introduced Becky Bakken, President and CEO of Discover St. Louis Park, who presented a year-end update to the Council.
   
   D. Robbinsdale School District Update with Superintendent Engstrom
   Mayor Harris introduced Robbinsdale School District Superintendent David Engstrom, who discussed the district's priorities.

2. Additions and Corrections to Agenda

   Commissioner Rosenquist stated that due to technical difficulties where pages appeared blank in the packet, Item #3A is being removed from the agenda to be considered at the next regular meeting.

   Motion by Rosenquist, Second by La Mere-Anderson to approve the agenda as amended.

   Motion carried 5-0.

3. Consent Agenda
Motion by M. Harris, Second by Sanberg to approve the Consent Agenda as revised: removal of Item #3C2 - Accept Resignation from Diversity, Equity, and Inclusion Commission.

Motion carried 5-0.

A. Approval of City Council Minutes – Regular Meetings of 2021 – October 19, November 3, and 16, December 7 and 21 (Removed from agenda)
B. Approval of Check Register
C. Board, Commission and Task Forces:
   1. Approve Updated Planning Commission Bylaws to Revise Meeting Start Time
   2. Accept Resignation from Diversity, Equity, and Inclusion Commission
D. Bids, Quotes, and Contracts:
   1. Authorize 2022 Native Vegetation Maintenance Agreement Extension with Minnesota Native Landscapes for Restoration Project No. 22-13
   2. Authorize Amended Agreement with St. Louis Park for Purchase, Operation, and Maintenance of an Emergency Command Center Vehicle
   3. Approve Purchase of a Fire Utility Vehicle from Tenvoorde Ford
   4. Approve Purchase and Trade-In of a Sidewalk Machine from MacQueen Equipment
   5. Approve Annual Bobcat Trade-Out – Purchases and Trade-Ins with Tri-State Bobcat
E. Grants and Donations
   1. Approve Resolution No. 22-013 Supporting Homes Within Reach Application for the 2022 HOME Investment Partnership Program
F. Approve 2022 Federal Legislative Priorities
G. Approve Engagement Letter and Addendum with MMKR for Auditing Services for Fiscal Year 2021
H. Receive and File City of Golden Valley’s 2022 Pyramid of Success

3. Items Removed From the Consent Agenda:

   3C2. Accept Resignation from Diversity, Equity, and Inclusion Commission

Council Member Rosenquist thanked the Mr. Kim for his service to the community.

Motion by Rosenquist, Second by M. Harris to accept the resignation of Jonathan Kim from the Diversity, Equity, and Inclusion Commission.

Motion carried 5-0.
4. Public Hearing
   A. Public Hearings – Artessa Senior Cooperative, 7001 Golden Valley Road
      1. Future Land Use Map Amendment, Resolution No. 22-006
      2. Zoning Map Amendment, Ordinance No. 731, Resolution No. 22-014
      3. Approval of Preliminary Plat for Subdivision

   Planning Manager Jason Zimmerman presented the staff reports.

   Ben Landhauser, Vice President of Artessa Development, LLC, gave a presentation about the project.

   Mayor Harris opened the combined public hearings.

   Steve Bennett, 540 Varner Circle, stated opposition to the project.

   Suzanne Forward, 6745 Country Club Drive, stated opposition to the project.

   Tara Bannow, 6809 Country Club Drive, stated opposition to the project.

   Heidi McCallister, 7215 Glenwood Ave, stated opposition to the project.

   Corey Hardy, 521 Varner Circle North, stated opposition to the project.

   Mayor Harris closed the combined public hearings.

   Council Member Sanberg stated the Council does hear the concerns of the neighborhood but believes their concerns have been addressed with the updated proposal. The Council needs to consider the impact of the projects like this on specific neighborhoods versus how they fit more broadly with the overall vision of the City and the need for mixed-income housing.

   Council Member Rosenquist concurred with Council Member Sanberg.

   Mayor Harris stated the Council respects the comments from the neighborhood and although there might be disagreement, it does not mean that voices were not heard. He believes this development is necessary and a benefit to the community.

   **Motion by Rosenquist, Second by Sanberg** to Adopt Resolution No. 22-006, Amendment to the Future Land Use Map Designating a Portion of the Property at 7001 Golden Valley Road as High Density Residential and to authorize staff to forward the request to the Metropolitan Council for review.
This motion requires a two-thirds vote of members for approval.

Motion carried 4-1. (In Favor: S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: M. Harris)

Motion by Rosenquist, Second by Sanberg to table the adoption of Ordinance No. 731 Amending the Zoning Map and Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional – Parks and Natural Areas (I-P) to High Density Residential (R-4) until the change in land use has been reviewed by the Metropolitan Council.

Motion carried 5-0.

Motion by Rosenquist, Second by Sanberg to table the consideration of the Preliminary Plat for Subdivision for Artessa Senior Cooperative located on a Portion of 7001 Golden Valley Road until the change in land use has been reviewed by the Metropolitan Council.

Motion carried 5-0.

B. Public Hearing Regarding Amendments to the Zoning Map Rezoning Properties to Achieve Conformance with the 2040 Comprehensive Plan, Ordinance No. 732

City Planner Jason Zimmerman presented the staff report.

Mayor opened the public hearing.

Ruth Paradise, 8515 Duluth Street, stated she is not opposed to the ordinance. She would like to see more opportunities for people who work in Golden Valley to be able to afford to live in Golden Valley.

Mayor closed the public hearing

Motion by M. Harris, Second by Rosenquist to Adopt Ordinance No. 732, Rezoning Certain Properties along Lewis Road and the Post Office to Achieve Conformance with the 2040 Comprehensive Plan.

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

Old Business

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

A. COVID-19 Update From City Staff

   City Attorney Cisneros provided an update and stated that a resolution will be prepared for consideration at the next meeting to end the local emergency and mask mandate with an end date to be decided by Council.

B. Review of Council Calendar

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

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

7. Adjournment

   Motion by Rosenquist, Second by M. Harris to adjourn the meeting at 9:33 pm.

   Motion carried 5-0.

________________________________________
Shepard M. Harris, Mayor

ATTEST:

________________________________________
Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

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

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

   A. Pledge of Allegiance

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, City Engineer Oliver, Interim Police Chief Nadeau, Police Commander White, Housing and Economic Development Manager Shoquist, City Planner Campbell, Public Works Director Kieffer, Community Connection and Outreach Specialist Williams, City Attorney Cisneros, and City Clerk Schyma

   C. New Employee Introduction to City Council and Community
      Deputy City Manager/Human Resources Director Santelices introduced new employee Airrion Williams, Community Connection and Outreach Specialist.
      The Council welcomed Mr. Williams to Golden Valley.

   D. Police Department Annual Report
      Interim Police Chief Nadeau presented the annual report.

2. Additions and Corrections to Agenda
   Commissioner Sanberg stated that due to a mix-up in the agenda packet, two attachments from Item #3A1 were being removed from the agenda to be considered at the next regular meeting – Minutes from November 16 and December 21, 2021.

   Motion by Sanberg, Second by Rosenquist to approve the agenda as amended.
Motion carried 5-0.

3. Consent Agenda

Motion by Sanberg, Second by Rosenquist to approve the Consent Agenda as revised: removal of Item #3D2 - Approve Professional Services Agreement with Metropolitan Consortium of Community Developers for the Open to Business Program, Resolution No. 22-015; #3D3 - Approve Professional Services Agreement with Short Elliot Hendrickson, Inc. for Downtown Traffic Study; #3E1 - Approve Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography; and #3G - Approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority.

Motion carried 5-0.

A. Approval of City Council Minutes – Regular Meetings of 2021 – October 19, November 3, and 16, December 7 and 21 (November 16 and December 21 were removed from the agenda)
B. Approval of Check Register
C. Licenses:
   1. Approve Multi-Family Rental Property License Renewals
D. Bids, Quotes, and Contracts:
   1. Approve Purchase of Gate Valves and Parts from Boys Water Products
   2. Approve Professional Services Agreement with Metropolitan Consortium of Community Developers for the Open to Business Program, Resolution No. 22-015
   3. Approve Professional Services Agreement with Short Elliot Hendrickson, Inc. for Downtown Traffic Study
   4. Approve Joint Powers Agreements with Minnesota Bureau of Criminal Apprehension (BCA) for Access to Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement, Resolution No. 22-016
E. Grants and Donations:
   1. Approve Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography
F. Approve 30 Day Extension for the Filing of Final Plat for 6440 Wayzata Boulevard, Spire Credit Union, Establishing a New Deadline to File of March 21, 2022
G. Approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority
H. Approve Resolution No. 22-019 Supporting a Statewide First-Generation Homebuyers Down Payment Assistance Fund
3. Items Removed From the Consent Agenda:

3D2. Approve Professional Services Agreement with Metropolitan Consortium of Community Developers for the Open to Business Program, Resolution No. 22-015

Housing and Economic Development Manager Shoquist presented the report and discussed the program.

**Motion by M. Harris, Second by Rosenquist** to approve Resolution No. 22-015 and to authorize the Mayor and City Manager to execute a professional services agreement for the period of 2022-2024 with the Metropolitan Consortium of Community Developers for the Open to Business Program in the form approved by the City Attorney in the annual amount of $3,750.

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

3D3. Approve Professional Services Agreement with Short Elliot Hendrickson, Inc. for Downtown Traffic Study

City Engineer Oliver presented the report and discussed the study.

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

**Motion carried 5-0.**

3E1. Approve Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography

Council Member Harris acknowledged the generous donation and thanked Mr. Waldhauser.

**Motion by M. Harris, Second by Rosenquist** to adopt Resolution No. 22-017 Accepting the In-Kind Donation of $1,045 from Stan Waldhauser Photography.

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

3G. Approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority
Housing and Economic Development Manager Shoquist presented the report and provided context and clarification about the resolution.

**Motion by Rosenquist, Second by M. Harris** to approve Resolution No. 22-018 Supporting Housing, Affordable Housing Funding, and Local Decision-Making Authority.

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

4. **Public Hearing**
   A. **Golden Valley Country Club Greenway Villas Development Project**
      1. **Public Hearing to Vacate a Portion of the Sanitary Sewer Easement through Northwest Corner of Golden Valley County Club Property**

         City Planner Campbell presented the staff report and discussed the need for continuation of the public hearing for this item.

         Mayor Harris opened and continued the public hearing.

         **Motion by M. Harris, Second by Rosenquist** to table the approval of the Sanitary Sewer Easement Vacation through the northwest corner of Golden Valley Country Club property until approval of the new easement and final plat at the March 1 council meeting.

         **Motion carried 5-0.**

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

         City Planner Campbell presented the staff report and discussed the need for continuation of the public hearing for this item.

         Mayor Harris opened and continued the public hearing.

         **Motion by Sanberg, Second by M. Harris** to table the approval for the street, trail, and utility easement vacation along Pennsylvania Avenue at the northwest corner of Golden Valley Country Club property until approval of the new easement and final plat at the March 1 council meeting.

         **Motion carried 5-0.**

5. **Old Business**
6. **New Business**  
   All Ordinances listed under this heading are eligible for public input.

   **A. COVID-19 Update and Consideration of Resolution No. 22-020 Ending Local Emergency and Mask Mandate**

   City Attorney Maria Cisneros presented the staff report. She also noted that the interim remote meeting policy would not be impacted by tonight’s action by the Council.

   The Council consensus was to allow public comment on this item.

   Aaron Marks, 445 Yosemite Avenue, supports ending the mask mandate.

   Tori Anderstrom, Brooklyn Center, does not agree with mask mandate especially in regards to children.

   Callie Taralson, 55 Idaho Avenue, supports ending the mask mandate.

   Council Member Sanberg stated that some who are opposed to masks have compared the mandates to the Holocaust or civil rights movement and that is not appropriate no matter what is decided by the Council tonight.

   The Council agreed and Mayor Harris stated that the Council have made these decisions based on data.

   Council Member La Mere-Anderson thanked residents who followed the mandate.

   **Motion by M. Harris, Second by La Mere-Anderson** to adopt Resolution No. 22-020 terminating the local emergency and rescinding Resolution No. 22-008 effective immediately.

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

   **B. Review of Council Calendar**

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

   **C. Mayor and Council Communications**

   1. **Other Committee/Meeting updates**

   Mayor Harris discussed the local sales tax issue at the legislature and how it could impact Golden Valley.
7. Adjournment

Motion by Rosenquist, Second by Sanberg to adjourn the meeting at 9:04 pm.

Motion carried 5-0.

______________________________
Shepard M. Harris, Mayor

ATTEST:

______________________________
Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

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

1. Call to Order
   Mayor Harris called the meeting to order at 6:53 pm.

   A. Pledge of Allegiance

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, Assistant City Engineer Kakach, Parks and Recreation Director Birno, City Attorney Cisneros, and City Clerk Schyma

   Mayor Harris requested a point of personal privilege to share comments about the current Police Chief search process. He read the City’s Welcome Statement and stated that to live up to these values the City must be honest with the community and each other as to the internal and policy changes that are needed. The issues that are occurring in Golden Valley are not unique but they must be addressed. He believes the search process has spun out of control and must be put back on track. He stated that the process has been negatively influenced by some members of the Police Department, Crime Prevention Fund, and others in the community. For these reasons, he is calling on City management to conduct an independent investigation into allegations of intimidation, harassment, and racism.

   He continued that the selection of the next Police Chief should not be made based on threats of resignation, intimidation, and bullying. The community has called for change within the Police Department culture that better reflects the City’s values and Welcome Statement – safety, accountability, transparency, and service with a high level of community engagement. On paper the decision is left to the City Manager but the community was brought into the search process and believes that is how the process should finish. He stated his support for candidate Virgil Green and thanked the Council for allowing him a point of personal privilege.

2. Additions and Corrections to Agenda

   Motion by M. Harris, Second by La Mere-Anderson to add Item #3D3 - Approve Appointment of Rachel Zuraff to the Environmental Commission as a Youth Member and Item #3D4 - Approve Appointment of Drew Jones to the Diversity, Equity, and Inclusion Commission as a Youth Member to the Consent Agenda.

   March 1, 2022 – 6:30 pm
   Council Chambers
   Hybrid Meeting
Motion by Sanberg, Second by Rosenquist to approve the agenda as amended.

Motion carried 5-0.

3. Consent Agenda

Motion by Sanberg, Second by M. Harris to approve the Consent Agenda as revised: removal of Item #3D1 - Approve Appointment to the Diversity, Equity, and Inclusion Commission; #3D2 - Accept Resignation from Planning Commission; #3E3 - Approve First Amendment to the Professional Services Agreement with Landscapes Unlimited, LLC for the Brookview Golf Course Irrigation Replacement Project.

Motion carried 5-0.

A. Approval of City Council Minutes
   1. Regular Meetings of 2021 – November 16 and December 21
   2. Special Meetings of 2022 – January 25, February 15 and 22
B. Approval of Check Register
C. Licenses:
   1. Approve General Business License - Fireworks Sales
   2. Approve Gambling License Exemption and Waiver of Notice Requirement – Sons of the American Legion Post 523
D. Boards, Commissions, and Task Forces:
   1. Approve Appointment to the Diversity, Equity, and Inclusion Commission
   2. Accept Resignation from Planning Commission
   3. Approve Appointment of Rachel Zuraff to the Environmental Commission as a Youth Member
   4. Approve Appointment of Drew Jones to the Diversity, Equity, and Inclusion Commission as a Youth Member
E. Bids, Quotes, and Contracts:
   1. Award Contract and Authorize Construction Agreement with Allied Blacktop Company for the 2022 Fog Sealing Project #22-10
   2. Approve Verizon Antenna Lease Agreement Amendment #1
   3. Approve First Amendment to the Professional Services Agreement with Landscapes Unlimited, LLC for the Brookview Golf Course Irrigation Replacement Project
F. Approve Resolution No. 22-021 Providing For the Competitive Negotiated Sale of $4,150,000 General Obligation Improvement Bonds, Series 2022A

3. Items Removed From the Consent:

3D1. Approve Appointment to the Diversity, Equity, and Inclusion Commission
Mayor Harris stated that he was abstaining from the discussion and vote due to a perceived conflict of interest with this appointment.
Motion by M. Harris, Second by Rosenquist to appoint Carol Luo to the Diversity, Equity, and Inclusion Commission.

Motion carried 4-0. (In Favor: M. Harris, La Mere-Anderson, Rosenquist, Sanberg. Abstained: S. Harris. Opposed: N/A.)

3D2. Accept Resignation from Planning Commission

Council Member La Mere-Anderson thanked Rich Baker for his service on the commission.

Motion by La Mere-Anderson, Second by Rosenquist to accept the resignation of Rich Baker from the Planning Commission.

Motion carried 5-0.

3E3. Approve First Amendment to the Professional Services Agreement with Landscapes Unlimited, LLC for the Brookview Golf Course Irrigation Replacement Project

Parks and Recreation Director Birno discussed the project.

Motion by Rosenquist, Second by La Mere-Anderson approve first amendment to the professional services agreement with Landscapes Unlimited, LLC for the equipment and irrigation installation services for the Brookview Golf Course Irrigation Replacement Project.

Motion carried 5-0.

4. Public Hearing
   A. Golden Valley Country Club Greenway Villas Development Project
      1. Continuation of Public Hearing to Vacate a Portion of the Sanitary Sewer Easement through Northwest Corner of Golden Valley County Club Property

         Assistant City Engineer Kakach discussed the staff report regarding continuation of this public hearing and item.

         Motion by M. Harris, Second by Rosenquist to continue the public hearing for sanitary sewer easement vacation through the northwest corner of Golden Valley Country Club property until the March 15, 2022, Council meeting.

         Motion carried 5-0.

      2. Continuation of Public Hearing to Vacate Street, Trail, and Utility Easement Along Pennsylvania Avenue at Northwest Corner of Golden Valley County Club Property
Motion by Rosenquist, Second by M. Harris to continue the public hearing for street, trail, and utility easement vacation along Pennsylvania Avenue at the northwest corner of Golden Valley Country Club property until the March 15, 2022, Council meeting.

Motion carried 5-0.

5. Old Business

6. New Business
All Ordinances listed under this heading are eligible for public input.
A. Review of Council Calendar

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

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

Council Member Harris shared his personal comments about the Police Chief search process and the level of community involvement. He stated that future processes need to be altered so that the process is clear and followed and to address whether or not interim positions should be able to apply for permanent positions. The City will learn from this process to grow and do better in the future. The entire community along with Council, management, and staff are responsible for creating change and progress including with the City’s equity work. While turnover is not desirable, equity work for staff and being part of a welcoming community for all residents and visitors are things that are not negotiable. The process is not easy and includes difficult periods of reflection, but that is part of the work that needs to be done.

Council Member Sanberg agreed with the comments of Council Member Harris. Not all may agree with the final decision but that does not mean that the outcome was pre-determined.

Council Member Rosenquist thanked her colleagues for their eloquent words and offered support and agreement. Staff and Council brought honesty and integrity to the search process.

7. Adjournment

Motion by Rosenquist, Second by M. Harris to adjourn the meeting at 7:44 pm.

Motion carried 5-0.

ATTEST:

Theresa J. Schyma, City Clerk
Shepard M. Harris, Mayor
REGULAR MEETING MINUTES

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

1. Call to Order
   Mayor Harris called the meeting to order at 7:14 pm.

   A. Pledge of Allegiance

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, Physical Development Director Nevinski, Assistant City Engineer Kakach, City Attorney Cisneros, and City Clerk Schyma

   C. Update from U.S. Representative Ilhan Omar

      U.S. Representative Omar was unable to attend but will reschedule for a future meeting.

2. Additions and Corrections to Agenda

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

   Motion carried 5-0.

3. Consent Agenda

   Motion by M. Harris, Second by Sanberg to approve the Consent Agenda as revised:
   removal of Item #3F - Motion by M. Harris, Second by Sanberg to approve the Consent Agenda as revised: removal of Item #3C2 - Accept Resignation from Diversity, Equity, and Inclusion Commission.

   Motion carried 5-0.

   A. Approval of City Council Minutes
1. Special City Council Meeting – March 1, 2022
2. Special City Council Closed Executive Session – March 7, 2022

B. Approval of Check Register

C. Licenses:
   1. Approve General Business License – Amusement Devices
   2. Approve General Business License – Refuse and Recycling Vehicles
   3. Approve General Business License – Gas Stations and Gas Dispensers
   4. Approve On-Sale Intoxicating Liquor License with Sunday Sales - Love, Pizza LLC d/b/a/ Love, Pizza – 509 Winnetka Avenue North
   5. Approve Temporary On-Sale Liquor License – Good Shepherd Catholic Church

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

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

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

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

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

3. Items Removed From the Consent Agenda:

3F. Approve Resolution No. 22-022 Establishing Precinct Boundaries and Polling Places

City Clerk Schyma discussed the redistricting process, updated precinct boundaries, and voter outreach.

Motion by M. Harris, Second by Rosenquist to approve Resolution No. 22-022 Establishing Precinct Boundaries and Polling Places.

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

4. Public Hearing
   A. Golden Valley Country Club Greenway Villas Development Project
      1. Continuation of Public Hearing to Vacate a Portion of the Sanitary Sewer Easement through Northwest Corner of Golden Valley County Club Property
City Engineer R.J. Kakach discussed the staff report regarding continuation of this public hearing item.

**Motion by La Mere-Anderson, Second by Rosenquist** to continue the public hearing for sanitary sewer easement vacation through the northwest corner of Golden Valley Country Club property until the April 5, 2022 Council Meeting

**Motion carried 5-0.**

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

City Engineer R.J. Kakach discussed the staff report regarding continuation of this public hearing item.

**Motion by Rosenquist, Second by La Mere-Anderson** to continue the Public Hearing to Vacate Street, Trail, and Utility Easement Along Pennsylvania Avenue at Northwest Corner of Golden Valley Country Club until the April 5, 2022 Council Meeting.

**Motion carried 5-0.**

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

City Planner Jason Zimmerman presented the staff report.

Mayor Harris opened the public hearing.

Paul Jacob, owner of Schuller’s Tavern, stated that ideally he would like this change to not be temporary but this is a good first step. He wants to make sure that businesses don't put a lot of money into something that ultimately might not get renewed. He stated that his business and customers are excited about this change.

Mayor Harris closed the public hearing.

**Motion by Rosenquist, Second by M. Harris** to adopt Ordinance No 732, Amending Section 113-1: Definitions, Section 113-31: Temporary Uses, and Section 113-87: Summary Use Tables to Allow for Outdoor Service Areas in Target Zoning Districts.

**Motion carried 5-0 with unanimous approval.** (In Favor: M. Harris, S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: N/A)
Motion by Rosenquist, Second by M. Harris to Adopt Resolution No, 22-025, Authorizing Summary Publication of Ordinance No 732.

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

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

City Planner Jason Zimmerman presented the staff report.

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

Motion by Rosenquist, Second by Sanberg to Adopt Ordinance NO. 733 Amending Section 113-87: Summary Use Tables, Section 113-152: Screening and Outdoor Storage, and Section 113-87: Architectural and Material Standards to Update Regulations around the Screening of Mechanicals and Outdoor Storage.

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

Motion by Rosenquist, Second by Sanberg to Adopt Resolution No 22-026, Authorizing Summary Publication of Ordinance No 733.

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

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

City Planner Jason Zimmerman discussed the staff report.

Motion by Rosenquist, Second by Sanberg to Adopt Ordinance No. 731, Amending the Zoning Map and Rezoning the Southeast Corner of 7001 Golden Valley Road from Institutional – Parks and Natural Areas (I-P) to high density Residential (R-4)

Motion carried 4-1. (In Favor: S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: M. Harris)
**Motion by Rosenquist, Second by Sanberg** to Adopt Resolution No. 22-027 Authorizing Summary Publication of Ordinance No. 731.

**Motion carried 4-1.** (In Favor: S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: M. Harris)

2. Approve Preliminary Plan for Subdivision

City Planner Jason Zimmerman will discuss the staff report.

Council Deliberation.

**Motion by Rosenquist, Second by Sanberg** to approve the proposed Preliminary Plan for Subdivision for a portion of 7100 Golden Valley Road (Artessa at Golden Valley) subject to the following conditions:

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

**Motion carried 4-1.** (In Favor: S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: M. Harris)

6. **New Business**

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

A. **COVID-19 Update**

City Attorney Cisneros stated that the declaration regarding hybrid meetings would be rescinded and that staff would continue to monitor the situation. She further noted the difference of virtual attendance rules for a council member or commissioner during a pandemic compared to the normal allowance by law.

City Manager Cruikshank discussed changes to signage at City Hall.

Council Member La Mere-Anderson requested a March 31 deadline for hybrid meetings so that commissions have time to plan.

The Council consensus was to have City Attorney Cisneros make the effective date April 1.
B. Review of Council Calendar

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

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

7. Adjournment

Motion by Rosenquist, Second by M. Harris to adjourn the meeting at 8:44 pm.

Motion carried 5-0.

__________________________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________________________
Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

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

1. Call to Order
   Mayor Harris called the meeting to order at 6:34 pm.

   A. Pledge of Allegiance

   B. Roll Call
      Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist, and Kimberly Sanberg
      Staff present: City Manager Cruikshank, Finance Director Virnig, Physical Development Director Nevinski, Housing and Economic Development Manager Shoquist, Planning Manager Zimmerman, City Planner Campbell, Assistant City Engineer Kakach, City Attorney Cisneros, and City Clerk Schyma

   C. Proclamation for Fair Housing Month
      Housing and Economic Development Manager Shoquist presented an overview of the proclamation.

      Motion by M. Harris, Second by Sanberg to support a proclamation recognizing April as Fair Housing Month.

      Motion carried 5-0.

   D. Proclamation for Parkinson’s Awareness Month
      Chris Patrick, The Parkinson’s Foundation, discussed the importance of continued awareness about Parkinson’s Disease.

      Motion by La Mere-Anderson, Second by Rosenquist to support a proclamation recognizing April as Parkinson’s Awareness Month.

      Motion carried 5-0.
2. **Additions and Corrections to Agenda**

Commissioner Rosenquist stated that Item #3E - Approve Purchase Agreement for 7901 23rd Avenue North Golden Valley needed to be removed from the agenda for consideration at a future meeting.

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

Motion carried 5-0.

3. **Consent Agenda**

**Motion by Sanberg, Second by Rosenquist** to approve the Consent Agenda as submitted.

Motion carried 5-0.

A. Approval of Regular City Council Meeting Minutes of January 18, 2022
B. Approval of Check Register
C. Licenses:
   1. Approve Renewal of Consumption and Display Permit – Mort’s
D. Bids, Quotes, and Contracts:
   1. Authorize Contract for Brush Pick-Up with Bratt Tree Company
   2. Authorize Contract for Sanitary Sewer Lining Repairs with Hydro-Klean, LLC
   3. Authorize Contract for Hydrant Painting with B & B Commercial Coating, LLC
   5. Authorize Contract for Landscape Services with Prescription Landscape, Inc.
   6. Approve Purchase of Gate Valves and Parts from Boys Water Products and Ferguson Waterworks
E. **Approve Purchase Agreement for 7901 23rd Avenue North Golden Valley** (removed from agenda)
F. Approve Resolution No. 22-028 to Elect the Standard Allowance Available Under the Revenue Loss Provision for American Rescue Plan Act (ARPA) Funds

4. **Public Hearing**
   A. Golden Valley Country Club Greenway Villas Development Project
      1. Public Hearing to Vacate Sanitary Sewer Easement through Northwest Corner of Golden Valley Country Club Property

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

Mayor Harris opened the public hearing. As there were no comments, the public hearing was closed.
Motion by Rosenquist, Second by M. Harris to adopt Resolution #22-029 Dedicating a New Sanitary Sewer Easement through Northwest Corner of Golden Valley Country Club Property.

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

Motion by Rosenquist, Second by Sanberg to adopt Resolution #22-020 Vacating Sanitary Sewer Easement through Northwest Corner of Golden Valley Country Club Property.

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

Motion by Rosenquist, Second by La Mere-Anderson to approve the Sanitary Sewer Agreement in the form approved by the City Attorney.

Motion carried 5-0.


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

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

Motion by M. Harris, Second by Rosenquist to adopt Resolution #22-031 Vacating the Street, Trail, and Utility Easement Along Pennsylvania Avenue at the Northwest Corner of the Golden Valley Country Club Property.

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

3. Additional Items for Consideration After Public Hearings
   a. Approval of Plat – Greenway Villas P.U.D. No 126, Resolution No. 22-032

Assistant City Planner Myles Campbell presented the staff report.

Motion by Rosenquist, Second by Sanberg to adopt Resolution #22-032, Approval of Plat for Greenway Villas P.U.D. No. 126.
Motion carried 5-0 with unanimous approval. (In Favor: M. Harris, S. Harris, La Mere-Anderson, Rosenquist, Sanberg. Opposed: N/A)

b. Authorization for Mayor and City Manager to Sign PUD Permit and PUD Development Agreement – Greenway Villas P.U.D. No. 126

Assistant City Planner Myles Campbell presented the staff report.

**Motion by Sanberg, Second by Rosenquist** to authorize the Mayor and City Manager to sign the PUD Permit and Development Agreement for Greenway Villas P.U.D. No. 126.

**Motion carried 5-0.**

B. Spring Valley Road Streetlights and Overhead Utility Line Burial Public Hearings

1. Improvement Hearing – Residential Streetlight District improvement and Overhead to Underground Utility Line Burial, Resolution No. 22-033

City Engineer R.J. Kakach presented the staff report and noted that there would be three separate public hearings and all actions would take place after the completion of all three hearings.

Mayor Harris opened the public hearing.

Jackie Day, 1334 Spring Valley Road, stated support for this project and expressed thanks for staff assistance in making it happen.

Mayor Harris closed the public hearing.

2. Assessment Hearing – Residential Street Light District, Resolution No. 22-034

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

3. Assessment Hearing – Overhead to Underground Utility Line Burial, Resolution No. 22-035.

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

**Motion by Rosenquist, Second by M. Harris** to adopt Resolution No. 22-033 accepting the Feasibility Report and Order Construction of Certain Proposed Public
Improvements for Residential Street Light District and Overhead Utility Line Burial on Spring Valley Road.

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

**Motion by M. Harris, Second by Rosenquist** to adopt Resolution No. 22-034 accepting Special Assessments for Residential Streetlight District.

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

**Motion by Sanberg, Second by La Mere-Anderson** to adopt Resolution No. 22-035 accepting Special Assessments for overhead Utility Line Burial.

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

**Motion by Rosenquist, Second by Sanberg** to approve Agreement with Xcel Energy for Overhead to Underground Utility Line Burial on Spring Valley Road.

**Motion carried 5-0.**

C. Public Hearing and Consideration of Preliminary Plan for Minor Lot Consolidation for 428 Sunnyridge Lane and Associated Subdivision Code Variance

Assistant City Planner Myles Campbell presented the staff report.

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

**Motion by La Mere-Anderson, Second by M. Harris** to approve a Variance of 20 feet off of the required 100 feet to a lot width of 80 feet at 428 Sunnyridge Lane.

**Motion carried 5-0.**

**Motion by M. Harris, Second by Sanberg** to approve the minor consolidation at 428 Sunnyridge Lane subject to the following conditions:

1. Engineering staff will determine if the dedication of new drainage and utility easements are necessary prior to approval of the final plat.
2. The City Attorney will determine if a title review is necessary prior to approval of the final plat.
Motion carried 5-0.

D. Public Hearing and Consideration of Ordinance No. 735, Approval of Major PUD Amendment, Central Park West P.U.D. No. 121, Amendment #5 1653 Utica Avenue South

Planning Manager Jason Zimmerman presented the staff report.

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

Motion by M. Harris, Second by Rosenquist to adopt Ordinance 735, Approval of Major PUD Amendment, Central Park West PUD No. 121, Amendment 35.

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

E. Meadowbrook School PUD No 90, Amendment #5, 5300/5430 Glenwood Avenue South

1. Resolution No. 22-036 – Future Land Use Amendment

Planning Manager Jason Zimmerman presented the staff report and noted that all three public hearings for Item #4E would be combined into one public hearing with motions taken at its conclusion.

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

Motion by M. Harris, Second by Rosenquist to adopt Resolution No. 22-036 Amendment to the Future Land Use Map Designating 5300 Glenwood Avenue and Associated Vacated Rights-of-Way as Institutional – Assembly, and to authorize staff to forward the request to the Metropolitan Council for review.

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

2. Ordinance No. 736 – Zoning Map Amendment

Motion by Rosenquist, Second by Sanberg to table the adoption of Ordinance No. 736 Amending the Zoning Map and Rezoning 5300 Glenwood Avenue and Associated Vacated Rights-of-Way from Office to Institutional – Assembly (I-1) until the change in land use has been reviewed by the Metropolitan Council.

Motion carried 5-0.
3. Ordinance No. 737 – Major PUD Amendment

**Motion by Sanberg, Second by Rosenquist** to table the adoption of Ordinance No. 737, Approval of Major PUD Amendment, Meadowbrook School PUD No. 90, Amendment #6, until the change in land use has been reviewed by the Metropolitan Council.

Motion carried 5-0.

5. Old Business

6. New Business

   A. Approval of Resolution No. 22-037 – Awarding the Sale $3,895,000 General Obligation Improvement Bonds, Series 2022A

      Finance Director Sue Virnig introduced Doug Green, Baker Tilly, to present the report. She also noted that the staff report stated that the resolution would be awarding the sale of $4,150,000 of General Obligation Improvement Bonds; however, the figure now being approved is $3,895,000.

      **Motion by M. Harris, Second by Sanberg** to Approve Resolution #22-037 Awarding the Sale of $3,895,000 General Obligation Improvement Bonds, Series 2022A Fixing Their Form and Specifications, Directing Their Execution, and Delivery and Providing for their payment.

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

   B. Review of Council Calendar

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

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

7. Adjournment

**Motion by Rosenquist, Second by M. Harris** to adjourn the meeting at 8:35 pm.

Motion carried 5-0.
ATTEST:

__________________________________________________________________________

Shepard M. Harris, Mayor

__________________________________________________________________________

Theresa J. Schyma, City Clerk
REGULAR MEETING MINUTES

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

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

   A. Pledge of Allegiance

   B. Roll Call
   Present: Mayor Shep Harris, Council Members Maurice Harris, Gillian Rosenquist, and Kimberly Sanberg
   Absent: Council Member Denise La Mere-Anderson
   Staff present: City Manager Cruikshank, Finance Director Virnig, Fire Chief Crelly, Fire Battalion Chief Bence, Police Chief Green, Assistant Police Chief White, Public Works Director Kieffer, and City Clerk Schyma

   C. Recognition of Golden Valley Fire Battalion Chief Ken Bence for his Participation and Donations Raised for the American Lung Association Fight For Air Climb

   Fire Chief John Crelly presented an overview of the award and introduced Terri Waddell, Senior Director of Development with the American Lung Association in Minnesota.

   Fire Battalion Chief Bence spoke about his personal connection to the Lung Association and thanked his family and friends for their support.

   The Council congratulated Fire Battalion Chief Ken Bence on this well-deserved award and stated their appreciation for his leadership.

   D. Proclamation for International Firefighters’ Day on May 4, 2022

   Fire Chief Crelly presented an overview of the proclamation and discussed the work of firefighters.

   Motion by M. Harris, Second by Sanberg to support a proclamation recognizing May 4, 2022 as International Firefighters’ day.

   Motion carried 4-0.
E.  Presentation of the Certificate of Achievement for Excellence in Financial Reporting

Finance Director Sue Virnig introduced Joel Merry, State Representative for the Minnesota Government Finance Officers Association and Assistant Finance Director from Minnetonka, who presented the award to the City of Golden Valley.

The Council thanked Finance Director Virnig and all finance staff for their hard work and dedication to fiscal responsibility.

F.  Proclamation Recognizing Arbor Day and Arbor Month

Public Works Director Kieffer presented an overview of the proclamation and discussed the work of staff especially in regards to Emerald Ash Borer.

The Council thanked Public Works Director Kieffer and his staff for their great work serving the residents of Golden Valley.

Motion by Sanberg, Second by M. Harris to support a proclamation declaring May 4, 2022 as Arbor Day and May 2022 as Arbor Month in the City of Golden Valley.

Motion carried 4-0.

G.  Proclamation Recognizing National Police Week

Assistant Police Chief White presented an overview of the proclamation and introduced Police Chief Virgil Green who started his new position on May 2.

The Council thanked all officers in the Police Department for their service and dedication to the City. They also stated their appreciation to the families of the officers for their support.

Motion by Rosenquist, Second by Sanberg to support a proclamation recognizing the week of May 15 through May 21, 2022 as National Police Week in the City of Golden Valley.

Motion carried 4-0.

2.  Additions and Corrections to Agenda

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

Motion carried 4-0.
3. Consent Agenda

**Motion by M. Harris, Second by Sanberg** to approve the Consent Agenda as revised:
removal of Item #3E1 - Approve Resolution No. 22-045 to Accept a Donation for a Park Bench and a Tree to be Located at Lions Park Honoring Jim Zwettler.

**Motion carried 4-0.**

A. Approval of Special City Council Meeting Minutes of April 19, 2022
B. Approval of Check Register
C. Boards, Commissions and Task Forces:
   1. Receive and File Environment Commission Meeting Minutes – March 28, 2022
   2. Receive and File Planning Commission Annual Report and Work Plan
   3. Receive and File Board of Zoning Appeals Annual Report
   4. Receive and File Environmental Commission Annual Report and Work Plan
D. Bids, Quotes, and Contracts:
   1. Approve Fourth Amendment to the License Agreement with Golden Valley Orchestra
   2. Approve Court Rental Agreement with Twin City Tennis Camps
   3. Authorize Waiver Agreement for the Minnesota Retiree Environmental Technical Assistance Program with the State of Minnesota
   4. Approve Purchase of Valves for Golden Valley Pump House
   5. Approve Purchase of Salt Brine Production Equipment
   6. Approve Purchase of Public Safety Lower-Level Conference Room Equipment and Maintenance Contract
E. Grants and Donations:
   1. Approve Resolution No. 22-045 to Accept a Donation for a Park Bench and a Tree to be Located at Lions Park Honoring Jim Zwettler
F. Approve Resolution No. 22-046 Adopting an Epidemic/Pandemic Response Plan
G. Approve Resolution No. 22-047 to Update the Crisis Communications Plan
H. Receive and File March 2022 Quarterly Financial Reports
I. Approve Resolution No. 22-048 City Classification Structure Adjustments

3. Items Removed From the Consent Agenda:

   **3E1. Approve Resolution No. 22-045 to Accept a Donation for a Park Bench and a Tree to be Located at Lions Park Honoring Jim Zwettler**

   Council Member Harris recognized the donation and stated the Council’s appreciation.

   **Motion by M. Harris, Second by Rosenquist** to approve Resolution No. 22-045 to Accept a Donation for a Park Bench and a Tree to be Located at Lions Park Honoring Jim Zwettler.
Motion carried 4-0.

4. Public Hearing

5. Old Business

6. New Business
All Ordinances listed under this heading are eligible for public input.
A. Second Consideration of Ordinance No. 738 Amending the 2022 Master Fee Schedule for Outdoor Service Areas in Targeted Zoning Districts

Finance Director Sue Virnig discussed the staff report.

There were no public comments for this item.

Motion by M. Harris, Second by Sanberg to adopt Ordinance No. 738 Amending the 2022 Master Fee Schedule for Outdoor Services Areas in Targeted Zoning Districts Fees.

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

B. Review of Council Calendar

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

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

7. Adjournment

Motion by M. Harris, Second by Sanberg to adjourn the meeting at 7:22 pm.

Motion carried 4-0.

_________________________________
Shepard M. Harris, Mayor

ATTEST:

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

Prepared By
Sue Virnig, Finance Director

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

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

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

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

The check register(s) for approval:
• 05-13-22 Check Register
• 05-27-22 Check Register
Agenda Item
3. C. 1. Gambling License Exemption and Waiver of Notice Requirement – Sons of the American Legion Post 523

Prepared By
Theresa Schyma, City Clerk

Summary
The Sons of the American Legion Post 523 have applied for a Gambling License Exemption to conduct gambling (raffle) for an event at the Chester Bird American Legion Post 523, 200 Lilac Drive North, on June 24, 2022.

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

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to receive and file the gambling license exemption and approve the waiver of notice requirement for the Sons of the American Legion Post 523 to conduct gambling (raffle) for an event at the Chester Bird American Legion Post 523, 200 Lilac Drive North, on June 24, 2022

Supporting Documents
N/A
Agenda Item

Prepared By
Theresa Schyma, City Clerk

Summary
The following establishments are due for renewal of their liquor licenses for the 2022-2023 period. The following applicants have met the majority of the City Code requirements for the renewal of their licenses and staff is recommending approval contingent upon the completion of a successful background investigation.

<table>
<thead>
<tr>
<th>Licensee</th>
<th>Address</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benihana</td>
<td>850 Louisiana Avenue N</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Brookview Golf Course</td>
<td>200 Brookview Parkway</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Cedar Lake Wine</td>
<td>7702 Olson Memorial Hwy</td>
<td>Off-Sale</td>
</tr>
<tr>
<td>Chester Bird American Legion Post 523</td>
<td>200 Lilac Drive N</td>
<td>Club On-Sale and Sunday</td>
</tr>
<tr>
<td>D’Amico and Sons, Inc.</td>
<td>7804 Olson Memorial Hwy</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>Davanni’s Pizza &amp; Hoagies</td>
<td>663 Winnetka Avenue N</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>Doolittles Woodfire</td>
<td>550 Winnetka Avenue N</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Golden Valley Country Club</td>
<td>7001 Golden Valley Road</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Golden Valley Holiday #3519</td>
<td>600 Boone Avenue</td>
<td>3.2 Off-Sale</td>
</tr>
<tr>
<td>Golden Valley Liquor Barrel</td>
<td>7890 Olson Memorial Hwy</td>
<td>Off-Sale</td>
</tr>
<tr>
<td>Good Day Cafe</td>
<td>5410 Wayzata Blvd</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Holiday Inn Express</td>
<td>6051 Golden Valley Drive</td>
<td>3.2 Off-Sale</td>
</tr>
<tr>
<td>J.J’s Clubhouse</td>
<td>6400 Wayzata Blvd</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>JLD Group</td>
<td>1301 Theodore Wirth Pkwy</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>Lakeridge Wine &amp; Spirits</td>
<td>2580 Hillsboro Avenue N</td>
<td>Off-Sale</td>
</tr>
<tr>
<td>LAT 14 Asian Eatery</td>
<td>8815 7th Avenue N</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Love Pizza</td>
<td>509 Winnetka Avenue N</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>Lund Beverages, LLC</td>
<td>5719 Duluth Street</td>
<td>Off-Sale</td>
</tr>
<tr>
<td>Metropolitan Ballroom &amp; Clubroom</td>
<td>5418 Wayzata Blvd</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Mill Valley Market</td>
<td>1221 Theodore Wirth Pkwy</td>
<td>On-Sale Beer and Wine</td>
</tr>
</tbody>
</table>
**Executive Summary**

**Licenses**

<table>
<thead>
<tr>
<th>Licenses</th>
<th>Address</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mort’s Delicatessen</td>
<td>525 Winnetka Avenue</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>New Bohemia Wurst &amp; Bier Haus</td>
<td>8040 Olson Memorial Hwy</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Ramada Minneapolis West</td>
<td>6300 Wayzata Blvd</td>
<td>On-Sale Beer and Wine</td>
</tr>
<tr>
<td>Red Lobster #157</td>
<td>8900 Golden Valley Road</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Schuller’s Tavern</td>
<td>7345 Country Club Drive</td>
<td>On-Sale; Sunday and Off-Sale</td>
</tr>
<tr>
<td>Sodexo America</td>
<td>One General Mills Blvd</td>
<td>On-Sale</td>
</tr>
<tr>
<td>Speedway #4443</td>
<td>1930 Douglas Drive N</td>
<td>3.2 Off-Sale</td>
</tr>
<tr>
<td>Speedway #4497</td>
<td>6955 Market Street</td>
<td>3.2 Off-Sale</td>
</tr>
<tr>
<td>Teresa’s Mexican Restaurant</td>
<td>5621 Duluth Street</td>
<td>On-Sale and Sunday</td>
</tr>
<tr>
<td>Under Pressure Brewing</td>
<td>8806 7th Avenue N</td>
<td>Brewer Taproom, Brewer Off-Sale and Sunday</td>
</tr>
</tbody>
</table>

**Financial Or Budget Considerations**

Fees received for liquor licenses help to defray costs the City incurs to administer license requirements. All license fees have been received.

**Recommended Action**

Motion to approve the renewal of the liquor licenses for the applicants listed above for the license period of July 1, 2022 through June 30, 2023.
Agenda Item
3. C. 3. Approve New Multi-Family Rental Property License at The Xenia

Prepared By
John Crelly, Fire Chief
Jake Dashiell, Deputy Fire Marshal

Summary
The following is a new multi-family rental property. They have received their Partial Certificate of Occupancy for Phase I / Building 1. Fees are based on participation in the S.T.A.R. Program. Staff is recommending approval of the following license:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>LICENSE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Xenia Apartments - 770 Xenia Avenue South</td>
<td>$   2,980</td>
</tr>
</tbody>
</table>

Financial or Budget Considerations
None

Recommended Action
Motion to authorize the issuance of the multi-family rental license through February 28, 2023.

Supporting Documents
None
Agenda Item
3. D. 1. Approve Professional Services Agreement with Quetica, LLC for the City Hall Boiler Replacement Project #22-16

Prepared By
Tim Kieffer, Public Works Director
Al Lundstrom, Park Maintenance Superintendent

Summary
The original 1958 City Hall boiler is at end of life and needs to be replaced. The steam boiler requires increasing repairs and maintenance and is inefficient to operate. In addition, the old pneumatic controls and thermostats are outdated and do not communicate with each other creating further inefficiencies.

The scope of work is to analyze current conditions and energy consumption, perform code review and load calculations, investigate energy efficient options, prepare preliminary, final, and bid documents, and oversee construction management.

Staff solicited requests for proposals (RFPs) from 37 consultants. Two proposals were received, and each consultant was interviewed by city staff. The interview panel selected Quetica based on their overall proposal and presentation.

Financial Or Budget Considerations
The 2022-2031 Buildings Capital Improvement Program includes $350,000 (B-043). The estimated cost for the consulting services is $41,750.

Recommended Action
Motion to authorize the Mayor and City Manager to execute a professional services agreement with Quetica, LLC in the form approved by the City Attorney for engineering services for the City Hall Boiler Replacement Project #22-16 in the amount of $41,750.

Supporting Documents
• Professional Services Agreement with Quetica, LLC (13 pages)
PROFESSIONAL SERVICES AGREEMENT FOR
CITY HALL BOILER REPLACEMENT PROJECT #22-16

THIS AGREEMENT is made this June 7, 2022 (“Effective Date”) by and between Quetica, LLC a State limited liability company with its principal office located at 4470 Erin Drive, Suite 101, Eagan, Minnesota 55122 (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

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

B. The City desires to hire Contractor to provide consulting services for the City Hall Boiler Replacement Project #22-16.

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

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

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

AGREEMENT

1. Services. Contractor agrees to provide the City with the services as described in the attached Exhibit A (the “Services”). Exhibit A shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

2. Time for Completion. The Services shall be completed on or before September 29, 2023, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.

3. Consideration. The City shall pay Contractor for the Services according to the terms on the attached hereto as Exhibit B. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor’s statements are submitted.

4. Termination. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

   a. The parties, by mutual written agreement, may terminate this Agreement at any time;
b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days’ written notice to the City;

c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or

d. The City may terminate this Agreement immediately upon Contractor’s failure to have in force any insurance required by this Agreement.

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

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

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

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

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

9. Insurance. Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum: Worker’s Compensation Insurance as required by Minnesota Statutes, section 176.181; Business Auto Liability in an amount not less than $1,000,000.00 per occurrence; Professional Liability in an amount not less than $1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than $1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and $1,000,000.00 per occurrence for property damage, $2,000,000.00 aggregate. To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Contractor shall provide the City with a current certificate
of insurance including the following language: “The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages.” Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days’ written notice is provided to the City, or 10 days’ written notice in the case of non-payment.

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

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

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

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

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

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

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

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

18. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the City or the City’s employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the City, but Consultant may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Consultant agrees that it will not disclose for any purpose any information Consultant has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Consultant prior to the effective date of this Agreement; however, to the extent Consultant generates reports or recommendations for the City using proprietary processes or formulas, Consultant shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

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

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

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

22. Authorized Agents. The City’s authorized agent for purposes of administration of this contract is Tim 
Kieffer, the Public Works Director of the City, or designee. Consultant’s authorized agent for purposes of 
administration of this contract is Denny Langer, or designee who shall perform or supervise the 
performance of all Services.

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

CONSULTANT  
Denny Langer  
Quetica, LLC  
5775 Wayzata Boulevard, Suite 700  
St. Louis Park, MN 55416  
Denny.langer@quetica.com

THE CITY  
Tim Kieffer  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427  
tkieffer@goldenvalleymn.gov

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

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

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

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

27. Publicity. At the City’s request, the City and Consultant shall develop language to use when discussing 
the Services. Consultant agrees that Consultant shall not release any publicity regarding the Services or 
the subject matter of this Agreement without prior consent from the City. Consultant shall not use the 
City’s logo or state that the City endorses its services without the City’s advanced written approval.
28. **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.

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

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

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

[Remainder of page left blank intentionally. Signature page follows.]
IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

QUETICA, LLC

By: _________________________________
Holly Zimmerman
Executive Director, Chief Operating Officer

CITY OF GOLDEN VALLEY:

By: _________________________________
Shepard M. Harris, Mayor

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

[Remainder of page left blank intentionally.]
May 17, 2022

Mr. Tim Kieffer, Public Works Director
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

Re: City of Golden Valley
   City Hall Boiler Replacement
   Golden Valley Project No. 22-16
   Quetica Project No. P22118
   Proposal Letter — Scope of Work

Dear Mr. Kieffer:

Quetica, LLC (Quetica) is pleased to provide a proposal letter — scope of work for Engineering services to the City of Golden Valley (Client) for the City Hall Boiler Replacement Project located at 7800 Golden Valley Road, Golden Valley, Minnesota.

1.0 PROJECT UNDERSTANDING

We understand the scope of work includes performing a complete evaluation of the City Hall Heating, Ventilation, and Air Conditioning (HVAC) system including, but not limited to, the existing low pressure steam boiler, HVAC controls system (primarily pneumatic), lower level air handling unit (AHU-1) system, the upper level four (4) rooftop air handling units (RTU-2, 3, 4, and 5), and the baseboard hot water radiation heating systems at the lower and upper levels. The HVAC evaluation will include analysis of energy efficiency and emissions in accordance with the B3 guidelines.

It is our understanding that the scope of work for the HVAC systems upgrades for the project, as a minimum, is based on the allowable budget which includes the replacement of the existing low pressure steam boiler with a new high efficiency hot water boiler system and the replacement of the existing pneumatic controls systems with a new electronic Building Automation System (BAS). This work will include the removal of the existing steam to hot water heat exchanger systems that provide hot water for the baseboard hot water radiant heating systems, directly served by the new hot water boiler system. The scope of work will include replacement of the existing AHU-1 (lower level) steam heating coil with a new hot water heating coil. The scope of work will include preparation of a construction cost estimate, preparation of plans and specifications for public bidding, and construction administration and inspection during the construction phase of the project.

2.0 STATEMENT OF WORK

Phase 1 - Schematic Design

A. Attend project kick-off meeting.
B. Review existing plans and preform site verification of existing HVAC systems, heating system equipment / piping, and controls system.
D. Perform HVAC load calculations.
E. MN B3 guideline tracking tool application.
F. Prepare schematic design / technical memorandum with recommended design options.
G. Prepare construction cost estimate based on schematic design / technical memorandum.
H. Attend schematic design review meeting.

Phase 2 – Design Development

A. Prepare a design development set of plans and outline specifications based on the schematic design review meeting updates.
B. Update MN B3 guideline tracking tool application based on design development design.
C. Update construction cost estimate based on design development design.
D. Attend a design development review meeting.

Phase 3 - Construction Documents

A. Preparation of registered Architectural / Engineering plans and specifications (bidding / contract documents) for the purpose of obtaining public (open) bid for the Project.
B. Update MN B3 tracking tool.

Phase 4 - Construction Project Management

A. Prepare bid invitation / advertisement.
B. Distribution of plans and specifications to Bidders shall be done by Owner and / or Quetica.
C. Pre-bid conference meeting.
D. Review Contractor questions, clarify work scope, Addendums, etc. during bidding.
E. Bid opening meeting.
F. Bid review and recommendation.
H. Pre-construction conference meeting with minutes.
I. Shop drawing and submittal review (shop drawings, schedule, payment schedule of values, samples, etc.).
J. Construction meeting and site observations during construction on a regular basis during construction (weekly - biweekly). Construction meeting minutes and an Architects’/Engineers’ Field Report will be prepared for each construction meeting and site observation. Six (6) construction meetings and site observations are included.
K. Contractor payment request and lien waiver verification reviews.
L. Contractor/Owner change order requests review and execution.
M. Start-up and staff training meeting.
N. Punch list site observation and preparation of punch list, preparation of substantial completion document, and one (1) follow up punch list site observation review.
O. Collect and assemble contractor closeout documents, Lien Waivers, IC-134, Operation and Maintenance manual, and as-built plan submittal to Owner.

We appreciate your consideration and look forward to working with you. Please contact me if you have any questions or need additional information.

Sincerely,
QUETICA, LLC

Denny Langer, P.E.
Sr. Engineer
COST PROPOSAL

Quetica proposes to complete this project on a not-to-exceed (NTE) lump sum fee for professional services including reimbursable costs for $41,750.00. Reimbursable expenses are included in this lump sum fee and will be billed at the actual rate. Reimbursable expenses include, but are not necessarily limited to, duplication, messenger service, postage, mileage, etc. See the table below for a fee breakdown per phase/deliverable. Hourly fees are per the rates listed in Attachment A.

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Schematic Design (Technical Memorandum) &amp; Cost Estimate</th>
<th>$10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2</td>
<td>Design Development &amp; Cost Estimate</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Phase 3</td>
<td>Construction Documents (Plans and Specs &amp; Bidding Documents)</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Phase 4</td>
<td>Construction Project Management Services</td>
<td>$12,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Professional Services Fees NTE for SOW Scope</strong></td>
<td><strong>$40,000.00</strong></td>
</tr>
<tr>
<td></td>
<td>Estimated Reimbursable Expenses at actual costs – Estimated</td>
<td><strong>$1,750.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total Project</strong></td>
<td><strong>$41,750.00</strong></td>
</tr>
</tbody>
</table>

Additional Services

Additional services for services not included in the Project Plan that are requested and approved by the City of Golden Valley will be charged on an hourly basis per the rates listed in Attachment A.
ATTACHMENT A

Hourly Rate Schedule
Effective January 1, 2021

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>$260.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$210.00</td>
</tr>
<tr>
<td>Level IV Professional</td>
<td>$200.00</td>
</tr>
<tr>
<td>Level III Professional</td>
<td>$185.00</td>
</tr>
<tr>
<td>Level II Professional</td>
<td>$165.00</td>
</tr>
<tr>
<td>Level I Professional</td>
<td>$155.00</td>
</tr>
<tr>
<td>Level V Graduate</td>
<td>$145.00</td>
</tr>
<tr>
<td>Level IV Graduate</td>
<td>$130.00</td>
</tr>
<tr>
<td>Level III Graduate</td>
<td>$115.00</td>
</tr>
<tr>
<td>Level II Graduate</td>
<td>$105.00</td>
</tr>
<tr>
<td>Level I Graduate</td>
<td>$95.00</td>
</tr>
<tr>
<td>Level V Project Coordinator</td>
<td>$185.00</td>
</tr>
<tr>
<td>Level IV Project Coordinator</td>
<td>$155.00</td>
</tr>
<tr>
<td>Level III Project Coordinator</td>
<td>$130.00</td>
</tr>
<tr>
<td>Level II Project Coordinator</td>
<td>$115.00</td>
</tr>
<tr>
<td>Level I Project Coordinator</td>
<td>$105.00</td>
</tr>
<tr>
<td>Level IV CAD Technician</td>
<td>$135.00</td>
</tr>
<tr>
<td>Level III CAD Technician</td>
<td>$115.00</td>
</tr>
<tr>
<td>Level II CAD Technician</td>
<td>$105.00</td>
</tr>
<tr>
<td>Level I CAD Technician</td>
<td>$95.00</td>
</tr>
<tr>
<td>Level IV Survey Technician</td>
<td>$135.00</td>
</tr>
<tr>
<td>Level III Survey Technician</td>
<td>$115.00</td>
</tr>
<tr>
<td>Level II Survey Technician</td>
<td>$105.00</td>
</tr>
<tr>
<td>Level I Survey Technician</td>
<td>$95.00</td>
</tr>
<tr>
<td>Level IV Graphics Technician</td>
<td>$145.00</td>
</tr>
<tr>
<td>Level III Graphics Technician</td>
<td>$130.00</td>
</tr>
<tr>
<td>Level II Graphics Technician</td>
<td>$115.00</td>
</tr>
<tr>
<td>Level I Graphics Technician</td>
<td>$100.00</td>
</tr>
<tr>
<td>Administrator</td>
<td>$65.00</td>
</tr>
</tbody>
</table>
Agenda Item
3. D. 2. Authorize Agreement Amendment for Custodial Services with Stratus Building Solutions

Prepared By
Tim Kieffer, Public Works Director
Al Lundstrom, Park Maintenance Superintendent

Summary
Seasonal staffing levels are well below normal causing some services to be delayed or postponed. To alleviate some of the workload, staff is proposing to amend the current custodial services agreement. The amendment would provide daily cleaning services at four park buildings Monday through Friday before 9:00 am.

By contracting this service, staff will be able to focus on other maintenance related activities.

Financial Or Budget Considerations
Funding for the increased cost will come from allocating a portion of seasonal wages to professional services.

Recommended Action
Motion to authorize the Mayor and City Manager to execute First Amendment to Custodial Services Agreement for Brookview and Park Buildings in the form approved by the City Attorney to amend custodial services at park shelters.

Supporting Documents
• First Amendment to Custodial Services Agreement for Brookview and Park Buildings (2 pages)
FIRST AMENDMENT TO
CUSTODIAL SERVICES AGREEMENT FOR
BROOKVIEW AND PARK BUILDINGS

THIS FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT FOR BROOKVIEW AND PARK BUILDINGS ("First Amendment") is made effective as of June 7, 2022 (the "Amendment Effective Date") by and between the City of Golden Valley (the "City") and Stratus Building Solutions (the "Contractor").

WHEREAS, the City and Contractor are parties to an Agreement for Custodial Services to provide cleaning services for Brookview, Golf Maintenance, and park shelters, effective January 1, 2022 (the "Agreement"); and

WHEREAS, the parties desire to modify the Agreement as provided herein; and

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

WHEREAS, the parties wish to amend the Agreement as set forth below.

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

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.

2. **Temporary Changes to the Services and Compensation.** Due to seasonal staffing shortages and to protect the public health, the parties agree to temporarily modify the services and compensation as follows. The Services listed in the table below shall be collectively referred to herein as the "Temporary Services."

<table>
<thead>
<tr>
<th>Location</th>
<th>Description of Services</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brookview Park Small Shelter</td>
<td>Regular cleaning services shall be increased to provide daily services Monday through Friday before 9:00 am.</td>
<td>$468.75/month</td>
</tr>
<tr>
<td>Brookview Park Tennis Building Bathrooms</td>
<td>Regular cleaning services shall be increased to provide daily services Monday through Friday before 9:00 am.</td>
<td>$468.75/month</td>
</tr>
<tr>
<td>Brookview Park Large Shelter</td>
<td>Regular cleaning services shall be increased to provide daily services Monday through Friday before 9:00 am.</td>
<td>$468.75/month</td>
</tr>
<tr>
<td>Schaper Park Bathrooms</td>
<td>Regular cleaning services shall be increased to provide daily services Monday through Friday before 9:00 am.</td>
<td>$468.75/month</td>
</tr>
</tbody>
</table>

3. **Termination of Temporary Services.** The Temporary Services shall continue until terminated by the City or October 31, 2022, whichever comes first. Upon such termination, the Services (as defined in the Agreement) shall resume and the City shall compensate the Contractor according to the fee schedule in the Agreement. The City shall provide 5 days’ notice to Contractor of termination of the Temporary Services.
4. **Ratification.** Except as specifically provided in this First Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

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

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

**STRATUS BUILDING SOLUTIONS**

By: ______________________________

Eric Husemann, Sales Manager

**CITY OF GOLDEN VALLEY,**
**A MINNESOTA MUNICIPAL CORPORATION**

By: ______________________________

Shepard M. Harris, Mayor

By: ______________________________

Timothy J. Cruikshank, City Manager
Agenda Item
3. D. 3. Authorize Agreement for Bassett Creek Streambank Stabilization Project #22-15

Prepared By
Drew Chirpich, Water and Natural Resource Specialist

Summary
The City of Golden Valley issued a request for proposals (RFP) to provide professional engineering services to design, bid, and perform construction administration for the stabilization and restoration of a portion of Bassett Creek approximately 500 feet long within the City owned and operated Brookview Golf Course. The RFP specifies a streambank stabilization technique with a natural appearance, including correctly sizing and specifying rock material, slope grading, erosion and sediment control, and vegetation restoration. The contract will include preliminary engineering, permitting, final design, and construction administration and observation.

Staff solicited proposals (RFP) from 22 engineering firms including local Disadvantaged Business Enterprises (DBEs) listed on the MNUCP website in the spring of 2022. Two proposals were received by ISG and WSB and were reviewed by staff for various criteria including contractor qualifications, proposed methods, and commitment to Diversity, Equity, and Inclusion.

Staff reviewed the submitted proposals and found them to be accurate and in order. Based on the criteria set forth in the RFP, staff recommends selecting ISG, Incorporated for professional services in the amount of $34,910.

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

<table>
<thead>
<tr>
<th>PROPOSAL AND SELECTION TASK</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City issues request for proposal for professional services (design)</td>
<td>April 22, 2022</td>
</tr>
<tr>
<td>Consultants notified of selection (date subject to change)</td>
<td>June, 2022</td>
</tr>
<tr>
<td>Contract considered by the City Council <em>(Tentative)</em></td>
<td>June 7, 2022</td>
</tr>
<tr>
<td>City issues RFQ for construction</td>
<td>Fall, 2022</td>
</tr>
<tr>
<td>City Reviews Quotes and awards contract for construction <em>(Tentative)</em></td>
<td>Late Fall, 2022</td>
</tr>
<tr>
<td>Consultant stakes project for construction and provides all required oversight including monitoring quantities and material testing</td>
<td>Winter, 2022</td>
</tr>
</tbody>
</table>
Final project walkthrough and development of record drawings | Spring 2023

Financial Or Budget Considerations
The City of Golden Valley 2022-2031 Capital Improvement Program SS-74, includes $150,000 in 2022 for this Bassett Creek Streambank Stabilization, including professional services and construction.

Recommended Action
Motion to authorize the Mayor and City Manager to execute an agreement with ISG, Incorporated in the form approved by the City Attorney for the Bassett Creek Streambank Stabilization Project #22-15 in the amount of $34,910.

Supporting Documents
- Professional Services Agreement with ISG (30 pages)
PROFESSIONAL SERVICES AGREEMENT  
Brookview Bassett Creek Streambank Stabilization  
PUBLIC IMPROVEMENT PROJECT #22-15

THIS AGREEMENT is made this June 7, 2022 (“Effective Date”) by and between ISG, Incorporated a Minnesota corporation with its principal office at 6465 Wayzata Blvd, Suite #970, St. Louis Park, Minnesota 55426 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

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

B. The City desires to hire Consultant to provide Consultant Services for the Brookview Bassett Creek Streambank Stabilization City Project #22-15.

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

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

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

AGREEMENT

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

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

3. Consideration. The City shall pay Consultant for the Services on an hourly basis and for necessary out-of-pocket expenses at the rates set forth in Consultant’s fee schedule, attached hereto as Exhibit B. Consultant’s total compensation for the Services, including hourly fees and expenses, shall not exceed $34,910. The consideration shall be for both the Services performed by Consultant and any and all expenses incurred by Consultant in performing the Services. The City shall make progress payments to Consultant on a monthly basis. Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant’s statements are submitted.
4. **Approvals.** Consultant shall secure the City’s written approval before making any expenditures, purchases, or commitments on the City’s behalf beyond those listed in the Services. The City’s approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT**
ISG, Incorporated  
Jacob Rischmiller  
6465 Wayzata Blvd, Suite, #970  
St. Louis Park, MN 55426  
Jacob.rischmiller@ISGInc.com

**THE CITY**
City of Golden Valley  
Drew Chirpich  
7800 Golden Valley Road  
Golden Valley, MN 55437  
dchirpich@goldenvalleymn.gov

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

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

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

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

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

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

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

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

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

**ISG, INCORPORATED:**

By: _________________________________  
Name: Jacob Rischmiller, P.E.  
Title: Civil Engineer

**CITY OF GOLDEN VALLEY:**

By: _________________________________  
Shepard M. Harris, Mayor

By: _________________________________  
Timothy J. Cruikshank, City Manager
City of Golden Valley
Proposal for Brookview Bassett Creek Streambank Stabilization
Public Improvement Project 22-15
MAY 13, 2022

FOR:
Drew Chirpich
Environmental Specialist
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
763.593.8044
dchirpich@goldenvalleymn.gov

FROM:
Jacob Rischmiller, PE
Civil Engineer, Point of Contact
ISG
6465 Wayzata Boulevard + Suite 970
St. Louis Park, MN 55426
952.426.0699
Jacob.Rischmiller@ISGInc.com

Walter Eshenaur, PE
Senior Project Manager
ISG
6465 Wayzata Boulevard + Suite 970
St. Louis Park, MN 55426
952.426.0699
Walter.Eshenaur@ISGInc.com

Chuck Brandel, PE
Vice President, Water Resources
Business Unit Leader
ISG
115 East Hickory Street + Suite 300
Mankato, MN 56001
507.387.6651
Chuck.Brandel@ISGInc.com
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B. Transmittal Letter

Drew,

As the City of Golden Valley (the City) looks to stabilize the streambank erosion occurring within Bassett Creek along the sixth fairway at Brookview Golf Course, ISG stands eager and ready to assist as your dedicated project partner. ISG understands that the City has been monitoring this creek segment for several years as the erosion has been encroaching on a golf-cart path, requiring the eventual rerouting of the path. To avoid further disruption to the golf course, the City has committed funds to restore this approximately 500-ft. segment of Bassett Creek. To do so, engineering services are needed to perform slope grading, erosion and sediment control, and restore the streambank with a natural appearance.

Backed by 400+ multi-disciplinary professionals, with vast water resources management experience, ISG offers the following advantages for performing this scope of work:

**MULTI-DISCIPLINARY EXPERTISE**
ISG’s dedicated water resources team offers a balanced line-up of experienced project leadership, environmental experts, water resource engineers, plant ecologists, and GIS specialists. Their collective passion for the restoration and protection of natural resources, along with their professional skill-sets, will result in right-sized solutions and a successful project completion within the City’s desired timeline.

**TRANSLATABLE EXPERIENCE**
With a diverse portfolio of urban and rural water restoration projects, ISG will provide responsive, targeted, and effective services. Backed by decades of valuable experience in streambank and ditch bank stabilization, watershed planning, public engagement, and habitat restoration, we have established trusted relationships with local, state, and federal agencies to expedite the approval process, ensuring the City can move quickly on the project.

**INNOVATIVE APPROACH**
The regulatory requirements of streambank stabilization requires a team with the specialty skills and resources in the field and office to move this project forward. Using advanced technology such as 3D scanning, drone, Geographic Information Systems (GIS), hydrologic and hydraulic modeling, and digital engagement strategies, we provide precise, high-quality deliverables to save you time and money.

The following comprehensive proposal outlines our approach and qualifications to perform the scope of work. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Jacob Rischmiller, PE  
Civil Engineer

Walter Eshenaur, PE  
Senior Project Manager

Chuck Brandel, PE  
Vice President, Water Resources  
Business Unit Leader

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This proposal is valid for 120 days after the proposal due date.
C. Key Staff

PARTNERS FOR SUCCESS

Working with ISG means gaining a partner that is experienced in delivering cost-effective, creative solutions that protect the natural environment, improve water quality, and restore the ecological balance of habitats. Our team members were strategically selected based on their expertise in urban and rural streambank restoration. Additionally, as a full-service firm, we are able to pull from over 400 professionals to ensure timely delivery and responsiveness for the City.

Jacob Rischmiller, PE
Civil Engineer, Point of Contact
MN Registration #58670
Role: Project Manager

BIOGRAPHY
Jacob specializes in water resources design to maximize water quality and ecological benefits while limiting the impact to natural resources. From ditch bank stabilization to watershed planning, he applies his knowledge of hydraulic and hydrology modeling to examine not only what the client wants but alternative ideas that may be more cost effective long-term.

Managing costs is a large component of Jacob’s commitment to innovative water resources design as he understands that most municipalities are working within a constrained budget. Cost effective design solutions lead to less stress on city governments, already operating on a tight budget. From project kickoff, Jacob reviews each project from different viewpoints to identify potential issues or risks to the client. He emphasizes an open line of communication about each item that is discovered and its impact on overall project goals.

EDUCATION
Bachelor of Science in Civil Engineering, Minnesota State University, Mankato
Mankato, MN

PROJECT EXPERIENCE
Jackson County JD 13 Ditch Bank Stabilization
Worthington, MN

Jackson County JD 3 Ditch Bank Stabilization
Lakefield, MN

Stevens County CD 18 Ditch Bank Stabilization
Alberta, MN

Walter Eshenaur, PE
Senior Project Manager
MN Registration #40929
Role: Project Advisor

BIOGRAPHY
Walter brings valuable perspective and direct industry understanding. His expertise lies in civil, biosystem, and bioproducts engineering to drive custom solutions related to hydrology and hydraulics, stream, river channel and dam stabilization and restoration, stormwater conveyance and treatment BMPs, and pumping systems—all of which will positively contribute to ISG’s well-rounded, comprehensive water solutions team.

In addition to his 33 years of experience, Walter is an instructor for the University of Minnesota (UofM) where he leads courses in ecological engineering and design, and civil engineering technology. He is a 15-year volunteer mentor for the UofM Engineers without Borders program, and is past Department Chair of Bioproducts and Biosystems Engineering Industry Advisory Council.

EDUCATION
Master of Science in Agricultural/Water Resources Engineering; Bachelor of Science in Agricultural/Water Resources Engineering, University of Minnesota, Twin Cities
St. Paul, MN

Design of Construction SWPPP Certification; Construction Site Management Certification, University of Minnesota Extension

PROJECT EXPERIENCE
*Completed at previous firm.
Three Rivers Park District, Baker Park Campground Ravine Stabilization*
Maple Plain, MN

Sakatah Singing Hills State Trail Streambank Stabilization*
Mankato, MN

Hardwood Creek Stabilization + Remeander*
Lino Lakes, Minnesota
Chuck Brandel, PE
Vice President, Water Resources
Business Unit Leader
MN Registration #43359
Role: Principal In Charge

BIOGRAPHY
Chuck’s significant expertise in watershed management is widely recognized throughout the upper Midwest and has made him a frequently requested authority and designer on many projects throughout the region. Chuck understands the required processes and procedures for environmental projects and works closely with landowners, local governments and watershed districts, and regulatory agencies, both in planning and design. The result is smooth and timely delivery, and projects that improve human interaction with water systems while reducing environmental impacts.

Chuck has served as a thought-leader across the region regarding the implementation of best management practices and multipurpose drainage management strategies, and is ISG’s key expert in watershed planning. Protecting, enhancing, and reinforcing water quality is at the core of Chuck’s mission as an engineer, and his work reflects this commitment.

EDUCATION
Bachelor of Science in Civil Engineering, Iowa State University
Ames, IA

PROJECT EXPERIENCE
Sibley Parkway/Minnesota River Restoration
Mankato, MN
River Hills Lane/Le Sueur River Restoration
Blue Earth County, MN
Chankaska Creek Ranch + Winery Streambank Stabilization
Kasota, MN

Leah Weston, MSc
Plant Ecologist

Role: Biodiversity Planning + Design

BIOGRAPHY
Recently joining ISG’s Environmental Group as a Plant Ecologist, Leah brings five years of ecological experience to the team. As a former biology educator and scientist, she has experience conducting vegetation surveys, designing restorations, and writing technical reports. She works across interdisciplinary teams to ensure proper restoration planning considerations are incorporated into projects from the start, leading to long term vegetation establishment and success. Working at the intersection of restoration ecology and engineering, Leah is motivated to translate ecological knowledge into resilient landscapes.

EDUCATION
Master of Science Evolution in Ecology and Organismal Biology, Ohio State University
Columbus, OH
Bachelor of Science in Botany and Environmental Studies, University of Wisconsin
Madison, WI
Design of Construction SWPPP Certification, University of Minnesota Extension

PROJECT EXPERIENCE
Lake Washington Regional Park Restoration Design
Le Sueur County, MN
Webster County Conservation Center Restoration Design
Fort Dodge, IA
Indian Creek Recreational Corridor + Access Plan
Marion, IA
Geoff Kramer, PE, CFM  
**Civil Engineer**  
MN Registration #54740

**BIOGRAPHY**  
Geoff has been providing civil engineering services and water resource expertise for nearly 15 years. Specializing in water resource engineering, he provides hydrologic (HEC-HMS, HydroCAD) and hydraulic modeling (HEC-RAS, PCSWMM, XPSWMM-2D, and SRH-2D) for urban and rural watersheds. His hydraulic modeling experience includes both 1D and 2D modeling of rural drainage systems, urban stormwater, and river modeling at scour-critical bridges from failure. As a Certified Floodplain Manager, Geoff has experience with FEMA floodplain permitting and modeling to support permitting requirements. Additionally, Geoff provides construction administration services and project management services—bringing a boots-on-the-ground perspective to system design and function. His dynamic experience and industry knowledge bring value to project teams—resulting in satisfied clients and optimized systems throughout the Midwest.

**EDUCATION**  
Master of Science in Biosystems and Agricultural Engineering; Bachelor of Biosystems and Agricultural Engineering, University of Minnesota  
St. Paul, MN  
Certified Floodplain Manager #US-18-10753

**PROJECT EXPERIENCE**  
Lake Washington Regional Park Bridge Replacement  
Le Sueur County, MN

St. Louis Park SWMM Modeling*  
St. Louis Park, MN

Jennings Bay Wetland Restoration + Floodplain Mitigation*  
Minnetrista, MN

*Completed at a previous firm

Mark Schwanz, LS  
**Land Surveyor**  
MN Registration #45817

**BIOGRAPHY**  
Mark has been responsible for hundreds of surveys, including boundary surveys, ALTA ACSM Land Title Surveys, preliminary surveys for infrastructure improvements, photo control, construction staking, and site layout. Mark works closely with drone pilots and GIS project managers to lead site surveying efforts through the implementation of innovative technologies. Mark brings a unique perspective to land surveying projects that allows him to consider how a project fits into the larger landscape. His topographic survey work identifies man-made and natural features that impact the site. This includes elevations of road crossings, tile inlets/outlets, and bridges, as well as natural features, including rivers, streams, lakes, creeks, and wetlands. Mark’s topographic surveys also typically include centerline, toes of open channels, water level elevations, roadway cross sections, culvert inlets and dimensions, open water ponds, and miscellaneous points of interest.

**EDUCATION**  
Bachelor of Science in Political Science, Gustavus Adolphus College  
St. Peter, MN  
Surveying and Civil Engineering Technology Courses, Dunwoody College of Technology  
Minneapolis, MN

**PROJECT EXPERIENCE**  
Stevens County Ditch No. 25  
Stevens County, MN

East Medicine Lake Park  
Plymouth, MN

Glen Park Pavilion  
River Falls, WI
Casey Decker
GIS Specialist

BIOGRAPHY
Casey manages geographic information and data, including ArcGIS for Server and Online Implementation, ArcSDE, and GPS Field Data Collection. He specializes in applying this data to specific services and industries, including wastewater systems, inflow and infiltration studies, underground utilities, operations, interior mapping, and database integration. Casey’s technical specialties allow him to produce interactive, engaging maps for public engagement and technical assessments.

Optimizing GIS capabilities, Casey works with ISG’s videographers, drone pilots, and visualization team to present statistics and basemaps for project needs using infographics and engaging visuals that resonate with project stakeholders and the community. These designs integrate cross-disciplinary data, including environmental services that pinpoint conservation opportunities, as well as endangered habitats that may be impacted during implementation for more sustainable and environmental conscious designs.

EDUCATION
Bachelor of Science in Geography with GIS Emphasis; Bachelor of Science in Geology, Gustavus Adolphus College
St. Peter, MN

PROJECT EXPERIENCE
Drummer Wetland Bank Restoration
Danville Township, MN

CR 76 Wetland Delineation
Rice County, MN

CSAH 46 Wetland Delineation
Rice County, MN

ADDED VALUE SERVICES
At ISG, we are constantly looking for ways to strengthen our value as project partners to increase the value, longevity, and versatility of the deliverables we provide. To do so, we’ve continued to bring new talent, specialties, and technologies to the firm, to bring even greater value to the City’s project.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)
Creating geospatial mapping systems is a valuable tool used to familiarize the team with existing site conditions during the initial planning stages, and help prioritize and optimize improvement solutions.

Drone
Using images collected during fly-overs, ISG can capture aerial survey photos, quickly model surfaces, and develop preliminary site plans more efficiently than traditional methods.

Scan the code to learn more!
bit.ly/gis_ISG

Watch our drones in action!
bit.ly/drone_ISG
D. Statement of Qualifications

**APPROACH**

Both human and ecological systems need healthy streambanks and shorelines to thrive. Over time, erosion can negatively impact these areas, resulting in failed infrastructure, reduced water quality and property values, and poor site conditions.

ISG’s multi-disciplinary team of engineers and environmental scientists partner with urban and rural communities to implement a variety of stabilization strategies that provide multiple benefits, including improved water quality, storage capacity, and enhanced habitat. ISG does this by working with clients throughout the process, from inventory and analysis of existing conditions to hydrologic and hydraulic modeling, GIS, concept design, public engagement, and implementation. From vegetation-based installations that stabilize erosion to highly engineered channel shape design, we consider your site, provide tailored designs, and apply right-sized solutions to achieve long-term stability.

**LISTEN + ASK QUESTIONS**

Our role is to listen to your wants and needs, ask the right questions, and offer solutions based on your goals.

**EXPERIENCE**

ISG will leverage its nearly five decades of water resource management experience to bring high-quality, environmentally sound design options, exceeding the City’s expectations.

**COLLABORATION**

All planning, design, and construction administration services are in-house, allowing for one point of contact, streamlined project plan, and focused team.

**ALTERNATIVE ANALYSIS**

Design alternatives will be considered to optimize the effectiveness of the stabilization system, quickly achieve Bassett Creek Watershed Management Commission (BCWMC) approval, and lower maintenance issues for the City.

**BETTER DECISIONS, FASTER**

Considering the accelerate timeline, ISG will provide timely and thoughtful options to meet the City’s goals and project schedule.

**RELATED SERVICES + EXPERTISE**

**WETLAND, LAKE, AND STREAM RESTORATION AND MANAGEMENT**

- Calcareous Fen Management
- Lake + Surface Water Quality Modeling
- Streambank Stabilization
- Stream Restoration
- Wetland Restoration

**GEOGRAPHIC INFORMATION SYSTEMS**

- Analysis + Prioritization
- Cartographic Production
- Mapping/Surveying
- Surface Resource Modeling
- Wetland Mapping + Classification

**NATURAL RESOURCE MANAGEMENT**

- Biological Community Assessments
- Habitat Assessments + Restoration
- Lake, Stream, and Wetland Monitoring
- Tree Inventories

**WATERSHED, SUBWATERSHED, AND WATER RESOURCE MANAGEMENT AND PLANNING**

- BMP Prioritization, Planning, and Implementation
- Comprehensive Watershed Management Plans
- Feasibility Studies
- Water Quality + Stormwater Management
D. STATEMENT OF QUALIFICATIONS

TRANSLATABLE EXPERIENCE

Working with ISG means gaining a partner with a diverse range of water resource management experience. From streambanks to ditch banks, our forward-thinking team applies progressive measures to deliver tailored designs that reflect the needs of the site and the goals of the client. Our past and current work throughout Minnesota and the Midwest brings a high level of creativity, innovation, and collaboration. The projects listed on the following pages showcase our expertise in streambank stabilization design, understanding of ecological systems, and data-driven strategies to fortify and protect property and infrastructure from erosion.

Jackson/Nobles JD 13 + Jackson JD 3 Ditch Bank Stabilization

Jackson County, MN

Since 2015, ISG has been providing ditch bank stabilization to a combined 8,000 ft. of eroding agricultural banks along Jackson/Nobles JD 13 and Jackson JD 3. Each ditch is approximately 10-12 feet in depth, requiring significant re-sloping and riprap installation at the foot of the bank to stabilize each side of the slope. Services have included construction staking, gas and fiber utility coordination, design development, construction documents, permitting, 10-12 public meetings, and construction administration. A combination of riprap and bio-engineering techniques incorporating riparian vegetation is enhancing slope stability, controlling sediment generation, and maintaining bio-diversity.

Each stabilization project brought unique challenges that required attention to detail, including soil material type, soil saturations, and potential shear stress from water flowing in the channel. ISG developed a streamlined approach to not only evaluate the most conservative approach (placing riprap) but also evaluate alternate options (geotextiles/bank benches). For both ditch bank stabilization projects, ISG reviewed and provided site-specific, custom designs to provide long-term stability.

PRIVATE WORK PERFORMED IN GOLDEN VALLEY SINCE 2019

ISG is currently providing engineering services for the renovation of the eight-story Calvary Apartment building in Golden Valley. Over the last five years, our firm has partnered with a variety of private clients in the commercial and residential markets, offering our team a familiarity with the City and insight into working with City staff and processes.
STREAM STABILIZATION EXPERTISE

With more than 35 years designing and managing complex environmental efforts, Walter emphasizes contextual solutions to water resource challenges with a thorough understanding of streambank stabilization strategies and practical implementations in urban and rural settings. While at a previous firm, Walter was the go-to leader in the water resource market for developing constructible, cost-effective solutions that balanced function and aesthetics.

Sakatah Singing Hills State Trail Streambank Stabilization*
Mankato, MN
Client: Minnesota Department of Natural Resources

The Singing Hills Trail crosses an unnamed creek via a historic foot bridge. The creek had eroded the upstream bridge abutments and approaches to the bridge to the point where several small landslides occurred, threatening the integrity of the trail and bridge. A study was performed on both the creek and trail embankments utilizing stream geomorphic characterization, pebble counts, stream hydrology, 1-dimensional modeling, and geotechnical borings to determine the best method for stabilizing the creek banks, bridge abutments, and trail embankment. A combination of geotextile reinforced lifts and riprap were proposed to stabilize the creek meander, and to protect the bridge abutments and trail embankments. Preliminary and final designs were completed, and construction was completed in 2021.

Purgatory Creek*
Eden Prairie, MN
Client: City of Eden Prairie

Purgatory Creek passes underneath Riverview Road via dual culverts. The culverts were undersized resulting in high velocities downstream, causing significant bank erosion for hundreds of feet. A study was completed using 1-dimensional modeling along with geotechnical borings to determine the best approach to stabilize the creek downstream of Riverview Road. A series of geotextile fabric and natural fabric wraps, or lifts underlain with riprap where recommended. Multiple lifts were designed to incorporate either gravel or soil and wrapped with fabric. These lifts were placed one on top of another and battered to assume the natural embankment slope. Rock vanes were also installed to move the thalweg into the center of the creek during low flows. Preliminary and final designs were completed, and construction was completed in 2012. The system remains in place and has effectively stabilized several hundred feet to Purgatory Creek for 10 years.

Hardwood Creek Stabilization + Remeander*
Lino Lakes, MN
Client: Rice Creek Watershed District

Hardwood Creek was realigned into a culvert and straight drainage ditch after I-35E was constructed in the 1960s. This affected the geomorphology of the creek significantly and reduced the aquatic vertebrate and invertebrate species to few, if any. In an effort to gain back both the geomorphic and aquatic life value of the creek, a study was performed that identified a majority of the old creek bed. Further study was completed to design a complete remeander of the creek primarily using the historical creek alignment plus a new alignment that responded to current hydrology. A full 1,000-ft remeander design was completed and preliminary and final construction plans developed. Construction was completed in 2014. Hardwood Creek has stabilized and demonstrates positive ecological impacts to the point where this reach has now been removed from impaired waters list.

*Completed at a previous firm.
D. STATEMENT OF QUALIFICATIONS

Chankaska Creek Ranch + Winery
Kasota, MN

Seeking to turn 15-acres of historic Minnesota farmland into a destination winery and event venue, the owners desired a multi-faceted site and sophisticated facilities to attract patrons from around the world. As a dedicated partner throughout all phases of Chankaska’s development, ISG’s initial involvement was in the facilitation of a master plan to reimagine 15-acres of farmland into a high-quality winery, including the full streambank restoration of Shanaska Creek, also known as Chankaska Creek, which flows through Le Sueur County and the property.

The channel was experiencing several problems, including streambank failure, unstable slope, reduced vegetation, and sedimentation entering the channel due to erosion. As the creek is a Minnesota Department of Natural Resources (DNR) protected water, ISG worked with DNR staff on the design of the system. The restoration process utilized both traditional and innovative design techniques to provide channel stability while imitating natural systems to allow the channel to participate in its own recovery. The result was a complete restoration and stabilization of the channel banks, vegetation, wildlife habitat, and water quality.

Easter Lake Park Channel Restoration - Polk County Conservation
Polk County, IA

Easter Lake Park provides an array of conservation and recreational opportunities. However, there were areas of concern that were impacting the integrity of the Park, including a degraded waterway, undermined banks, an entrenched channel, elevation drops, and sediment that was washed into the newly dredged lake. ISG was the first firm in Iowa to use the Iowa DNR River Restoration Toolbox in the natural channel design. The Toolbox integrates a series of best practices to assist designers in stream stabilization and restoration projects and utilizes techniques that emphasize the use of natural materials. Offering a consistent, relevant assessment method and reviewable design checklist, the Toolbox aided in decision-making among ISG’s multi-disciplinary team and stakeholders.

Restoration of the park’s channel focused on three main goals: 1) allow the channel to function and flow naturally, 2) reconnect the channel to a stable, active floodplain, and 3) integrate features that have the flexibility to evolve with the channel while still maintaining the integrity of the system. To achieve these goals, ISG performed a thorough investigation and analysis of the channel degradation and restored the channel by sizing the bankfull channel height and width, setting the bankfull elevation, and stabilizing the drop structure to reengage with the floodplain.
A private landowner in Calhoun County, Iowa, acquired a parcel of land that was challenging to access with farm equipment and had previously been used for cattle grazing. An avid sportsman, he wanted to develop the site into a fishing pond and recreational hunting area for he and his family.

Planning and field verification were involved to provide information to develop enhancement recommendations for the site. A site survey and tile investigation were completed to verify location, size, and grade of the Drainage District main tile that was modified to outlet into the proposed pond. ISG coordinated the permitting process to obtain approvals from the Board of Supervisors to modify the drainage tile to support the pond construction.

ISG water resource engineers and landscape architects developed a Wildlife Habitat Enhancements Report for the landowner with a detailed conceptual site overview plan outlining proposed improvements, breakdown of costs, and additional resources to consider for encouraging wildlife habitation. Implementation on the recommendations began with the removal of overgrown debris, an oxbow restoration, and excavation and construction of the fishing pond. The next phase of work will include implementing a planting palette with native trees and shrubs for wildlife habitat and property improvements, and structural enhancements such as a bridge that would support all-terrain vehicles.
E. References

BUILDING RELATIONSHIPS THROUGH DEDICATION + PASSION

At ISG, we’re doing business differently. As a client, you are in the driver’s seat, backed by a strategic partner driven to deliver focused solutions that produce real results. As you connect with the below references, you’ll notice a common theme of responsiveness, dedication, and passion—all values our team lives and works by to not only create a plan that works for you, but a lasting relationship long after the project is complete.

**JACKSON COUNTY**

Dave Macek  
**Drainage Supervisor**

405 4th Street  
Jackson, MN 56143

507.847.2525 ext. 7263  
dave.macek@co.jackson.mn.us

**Scope of Services**  
Public drainage projects  
(bank stabilizations, ditch, and tile improvements)

**Date + Term of Contract**  
2015 - present

---

**BLUE EARTH COUNTY**

Ryan Hiniker  
**Drainage Management Specialist**

204 South Fifth Street  
Mankato, MN 56001

507.304.4264  
Ryan.Hiniker@blueearthcountymn.gov

**Scope of Services**  
Public drainage projects and bridge hydraulics

**Date + Term of Contract**  
2015 - present

---

**STEVENS COUNTY**

Scott Erickson  
**Assistant Ditch Inspector/GIS Technician**

400 Colorado Avenue  
Morris, MN 56267

320.208.6558  
scotterikson@co.stevens.mn.us

**Scope of Services**  
Public drainage projects  
(bank stabilizations, ditch, and tile improvements)

**Date + Term of Contract**  
2017 - present

---

**RICE CREEK WATERSHED DISTRICT**

Matthew Kocian  
**Lake and Stream Specialist**

4325 Pheasant Ridge Drive  
Northeast, Suite 611  
Blaine, MN 55449

763.398.3075  
Mkociam@ricecreek.org

**Scope of Services**  
Creek remeander, bank stabilization, and ecological habitat restoration

**Date + Term of Contract**  
2012 - 2014
F. Project Plan

SCOPE OF SERVICES

The RFP timeline indicates that the City desires to have construction completed during fall of 2022. Our team understands this accelerated schedule and has developed a project plan that moves swiftly through each task to keep the project moving forward. To deliver the best, most cost-effective design solution possible, ISG will work with the City at project kickoff to refine the scope and schedule with key milestones and tasks. Having a clearly defined path, along with tracking and updating progress regularly is a vital component of any successful project plan. Each deliverable, decision, and milestone is essential to maintaining and meeting the agreed upon schedule.

In restoration projects such as this, weather plays an important role in scheduling and implementation. By developing comprehensive erosion control plans, in-construction erosion and stabilization contingency plans, and adding float to the construction schedule, ISG will successfully navigate unforeseen challenges and keep this restoration project on track. We do not anticipate modifications to the floodway or floodplain or the need for FEMA involvement through the CLOMR or LOMR process.

**TASK 1**

**Topographic Survey**

ISG will create a topographic survey of Bassett Creek from Highway 55 to General Mills Boulevard. Bassett Creek cross sections will be surveyed at 200-ft. intervals, with a refined survey in the project area of the creek. ISG will utilize Trimble R10/R12 equipment to perform the survey. A drone flight will also be performed to show the current condition of the site to inform the design and construction bidding.

**DELIVERABLES**
- Provide topographic survey
- Generate existing condition data through drone technology

**TASK 2**

**Modeling**

ISG will utilize the existing model of Bassett Creek to perform the proposed stabilization modeling to determine the shear stresses, velocities, and water depth within the creek. Dependent on the existing models, ISG may utilize a full, two-dimensional (2D) model to perform the necessary parameters. The 2D model would also provide additional understanding of complicated overland flows through the golf course.

**DELIVERABLES**
- Create a model of the creek and surrounding area

**TASK 3**

**Preliminary Design Plans**

ISG will utilize the topographic survey and modeling data to develop a preliminary design of the streambank. During the preliminary design, ISG will analyze two main options for the restoration (riprap and natural vegetation with geotextiles). During the analysis, ISG will consult with a contractor and/or manufacturers for product availability and pricing. Historical data will be taken into consideration but with the current economic situation, prices and availabilities for construction materials are extremely volatile. ISG will compile the information from contractors and manufacturers to develop a construction cost estimate for each option explored.

**DELIVERABLES**
- Provide the preliminary design and cost estimates within a technical memorandum
- Coordinate permitting as needed

**LOCAL + STATE AGENCY DESIGN CONFORMANCE**

ISG is familiar with the MnDNR and BCWMC guidelines for natural resource management and natural stream design. Our designs will not only conform with these standards but incorporate resilient solutions that mitigate downstream impacts while improving the ecological system of Bassett Creek.
### TASK 4

**City Comments**

Once preliminary design plans are created, ISG will schedule a time to review the plans with the City to discuss the design as well as review any questions that may arise.

### TASK 5

**Final Design Plans + Specifications**

City comments will be incorporated into the final design plans for the site. ISG will then develop construction specifications for the public bidding process.

### TASK 6

**Watershed Permit + Coordination**

The project plan and designs will need to be presented to the BCWMC. The BCWMC will review to ensure the project design does not adversely impact the creek. ISG does not anticipate any concerns from the BCWMC at this time. As this is a public meeting, citizens will also have the opportunity to review and comment on the final design plans.

### TASK 7

**Project Bidding**

Approval from the BCWMC is the last step in ISG's process prior to bidding the project in conformance with applicable Minnesota Statues. A pre-bid meeting will occur on site to answer any contractor questions about the scope of the project. As stated in the RFP, bidding will occur electronically via QuestCDN with a bid procurement meeting set with the staff.
### TASK 9

**Construction Administration + Staking**

<table>
<thead>
<tr>
<th>DELIVERABLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete construction staking</td>
</tr>
<tr>
<td>Organize and facilitate pre-construction and weekly construction meetings</td>
</tr>
<tr>
<td>Issue change orders as needed</td>
</tr>
<tr>
<td>Review shop drawings and submittals</td>
</tr>
<tr>
<td>Review payment applications</td>
</tr>
<tr>
<td>Timelapse photos</td>
</tr>
</tbody>
</table>

ISG will provide construction administration services as requested in the proposal. ISG supports the City’s position that the engineer should be responsible for these services, as it will streamline construction and any questions regarding the plan that may arise during construction. ISG uses the construction management software Fieldwire to provide responsive and streamlined project management. Construction administration requires keen attention to detail, which our staff understands and excels at, making us proficient and capable to perform the work. With the proposed project less than a mile from ISG’s office, our staff will check in with the contractor daily to ensure conformance with the plans and specifications.

During construction, ISG will install a timelapse camera on site to capture photos in 15 minute intervals. The camera will provide a complete view of the construction progress for future reference.

ISG will provide construction staking for this project.

### PROJECT CLOSEOUT + AS-BUILT

At the completion of the construction phase, ISG will create an as-built plan set which will include a topographic survey of the site, showing the actual constructed site. ISG will also create any GIS shapefiles that the City may request.
The ISG team has developed an efficient and expedited process to meet the construction completion deadline of Spring 2023. The below schedule assumes a contract award of May 20, 2022 and kickoff meeting of June 8, 2022. Our team will work alongside the City to maintain transparent communication and ensure that project milestones are met so visitors to the Bassett Golf Course can enjoy the fairway without disruption.

Due to a volatile materials market, delays in product availability may impact the proposed schedule.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Awarded</td>
<td>5/20/2022</td>
</tr>
<tr>
<td>Kickoff Meeting with City Staff</td>
<td>6/8/2022</td>
</tr>
<tr>
<td>Task 1: Topographic Survey</td>
<td>6/15/2022</td>
</tr>
<tr>
<td>Task 2: Modeling</td>
<td>6/20/2022</td>
</tr>
<tr>
<td>Task 3: Preliminary Design Plans</td>
<td>6/22/2022</td>
</tr>
<tr>
<td>Task 4: City Comments*</td>
<td>6/22/2022</td>
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<tr>
<td>Task 5: Final Design Plans + Specifications</td>
<td>7/1/2022</td>
</tr>
<tr>
<td>Task 6: Watershed Permit + Coordination*</td>
<td>7/21/2022</td>
</tr>
<tr>
<td>Task 7: Project Bidding</td>
<td>8/15/2022</td>
</tr>
<tr>
<td>City Reviews Bid Quotes + Awards Construction Contract</td>
<td>9/26/2022</td>
</tr>
<tr>
<td>Task 8: Pre-Construction Meeting*</td>
<td>9/29/2022</td>
</tr>
<tr>
<td>Task 9: Construction Administration + Staking*</td>
<td>11/30/2022</td>
</tr>
<tr>
<td>Task 10: Project Closeout + As-built*</td>
<td>Spring 2023</td>
</tr>
</tbody>
</table>

* = Project Milestone
H. Deviations from RFP

ISG does not anticipate any deviations from the Request for Proposals.
EXHIBIT B
FEE SCHEDULE
I. Cost Proposal

**FEE SCHEDULE**

As a full-service firm, ISG has all needed disciplines for this project’s scope in-house, streamlining project coordination and saving the City money on the need for other outside consultants. ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 Topographic Survey</td>
<td></td>
</tr>
<tr>
<td>1.1 Survey Site</td>
<td>$2,330</td>
</tr>
<tr>
<td>Task 2 Modeling</td>
<td></td>
</tr>
<tr>
<td>2.1 Existing Model</td>
<td>$2,120</td>
</tr>
<tr>
<td>2.2 Proposed Model</td>
<td>$2,640</td>
</tr>
<tr>
<td>Task 3 Preliminary Design Plans</td>
<td></td>
</tr>
<tr>
<td>3.1 Design</td>
<td>$3,785</td>
</tr>
<tr>
<td>3.2 Draft Preliminary Plans</td>
<td>$5,225</td>
</tr>
<tr>
<td>Task 4* City Comments</td>
<td></td>
</tr>
<tr>
<td>4.1 Meeting with City</td>
<td>$1,080</td>
</tr>
<tr>
<td>Task 5 Final Design Plans + Specifications</td>
<td></td>
</tr>
<tr>
<td>5.1 Final Plans</td>
<td>$1,155</td>
</tr>
<tr>
<td>5.2 Specifications</td>
<td>$1,695</td>
</tr>
<tr>
<td>Task 6* Watershed Permit</td>
<td></td>
</tr>
<tr>
<td>6.1 Watershed Coordination</td>
<td>$1,080</td>
</tr>
<tr>
<td>Task 7 Project Bidding</td>
<td></td>
</tr>
<tr>
<td>7.1 Bidding Process</td>
<td>$960</td>
</tr>
<tr>
<td>7.2 Pre-Bid Meeting</td>
<td>$1,440</td>
</tr>
<tr>
<td>Task 8* Pre-Construction Meeting</td>
<td></td>
</tr>
<tr>
<td>8.1 Pre-Construction Meeting</td>
<td>$1,080</td>
</tr>
<tr>
<td>Task 9* Construction Administration + Staking</td>
<td></td>
</tr>
<tr>
<td>9.1 Construction Administration</td>
<td>$4,520</td>
</tr>
<tr>
<td>9.2 Construction Staking</td>
<td>$2,040</td>
</tr>
<tr>
<td>Task 10* Project Closeout + As-Built</td>
<td></td>
</tr>
<tr>
<td>10.1 Project Closeout</td>
<td>$840</td>
</tr>
<tr>
<td>10.2 As-Built</td>
<td>$2,920</td>
</tr>
</tbody>
</table>

| Not to Exceed Lump Sum Total | $34,910 |

* = Project Milestone

REIMBURSABLE EXPENSES

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.
ADVANCING DIVERSITY, EQUITY, AND INCLUSION

ISG appreciates the intentionality of the City of Golden Valley’s Diversity, Equity, and Inclusion (DEI) statement and its incorporation into the RFP. ISG’s values, approaches, and policies around DEI align with the City’s statement. The following below descriptions provide insights into ISG’s initiatives and actions toward greater DEI. At the City’s request, ISG can share an electronic copy of our Equity Plan.

Summary of ISG’s Employee Handbook Equity Employment Policy:

• ISG is an equal opportunity employer that values the benefit and input having a diverse team can provide. Our hiring and talent engagement team evaluates each candidate the same, regardless of race, sex, color, etc.

• We provide sponsorship to international students through a variety of universities. ISG believes in investing in youth and is heavily engaged with schools, inspiring students that may be the minority in the industry to pursue careers in the architecture, engineering, and construction (AEC) field. Opportunities are plentiful within ISG with a high school education all the way to a doctorate.

• Similar to hiring, full-time employee bonuses, pay increases, and promotions are individually evaluated by ISG’s leadership team based on individual performance regardless of race, sex, color, gender, etc.

ISG’s approach to DEI are embodied in the following initiatives:

• Expand ISG’s awareness by creating a diverse and inclusive environment through opportunities to have open dialogue and honest conversation with its employee owners.

• Deepen relationships with surrounding communities by funding employees to volunteer for important organizations they support or educate themselves on community/social issues.

• Foster an internal culture and welcoming environment for all employees that encourages an open minded approach to working together, regardless of race, sexual orientation, color, etc.

• ISG is a 100 percent employee-owned firm, which provides an equal opportunity for company ownership to all employees. This is a major draw for potential employees.

• Each year, ISG sponsors any employee who wishes to involve themselves in Impact Day. Impact Day is a “giving back” effort by ISG to local communities that align with employees’ passions. In 2021, 300 ISG employees spent one day each giving back through multiple community assistance initiatives, many of which were directly related to diversity, inclusion, and equality.

DISADVANTAGED BUSINESS ENTERPRISE

Leveraging our 49+ years of relationship-building with Disadvantaged Business Enterprises (DBE) subconsultants, ISG is committed to the advancement of DBE’s and practices good faith inclusion efforts to ensure that DBE goals, if established within an assigned project, are met.
On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 49+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.
**Executive Summary**

**Physical Development**

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

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**Golden Valley City Council Meeting**

**June 7, 2022**

**Agenda Item**


**Prepared By**

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

**Summary**

In 2019, the City Council approved a professional services agreement with Short Elliot Hendrickson (SEH), Inc. to evaluate Winnetka Avenue south of Trunk Highway 55 for pedestrian traffic. This portion of Winnetka Avenue is one of the highest volume local roadways in Golden Valley and with the residential neighborhoods, parks, and Brookview Community Center, many pedestrians cross Winnetka in this area. The study confirmed high volumes of both vehicle and pedestrian traffic on Winnetka Avenue. A recommendation was made that a pedestrian signal be added at Winnetka Avenue and Harold Avenue and the existing signal at Winnetka Avenue and Western Avenue be upgraded to meet today’s standards. The Winnetka Avenue Pedestrian Flasher Project #19-15 was advertised for bids in May. Bids for the project were opened virtually on May 19, 2022. The following bids were received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pember Companies, Inc.</td>
<td>$257,449.71</td>
</tr>
<tr>
<td>G Urban Companies, Inc.</td>
<td>$281,249.76</td>
</tr>
</tbody>
</table>

**Low Bid: Pember Companies, Inc.: $257,449.71**

Staff reviewed the bids and found them to be accurate and in order. The low bid was higher than anticipated due to several reasons including increased material costs, increased mobilization cost, and increased traffic control costs. Staff does not see this trend changing anytime soon and therefore recommends awarding the Contract to Pember Companies, Inc. for the base bid amount of $257,449.71.

**Financial or budget Considerations**

Anticipated funding for this project is included in the 2022 Street CIP Program (S-055) in the amount of $250,000, $24,500 of which is part of an SEH design contract. To make up the difference, staff is recommending utilizing approximately $30,000 from the Traffic Signal Upgrades Street CIP (S-050).

Construction is scheduled to start in June or July.
Recommended Action
Motion to authorize the Mayor and City Manager to execute a construction agreement with Pember Companies, Inc. in the form approved by the City Attorney for the Winnetka Avenue Pedestrian Flasher Project No. 19-15 in the amount of $257,449.71.

Supporting Documents
- Location map (1 page)
- Contract with Pember Companies (3 pages)
THIS AGREEMENT (this “Agreement”), entered into the 7th day of June 2022 between the City of Golden Valley (the “City”), a municipal corporation, existing under the laws of the State of Minnesota, and Pember Company, Incorporated, a corporation under the laws of Minnesota (“Contractor”).

ARTICLE 1. The Contract Documents. The Contract Documents consist of: this Agreement, the Proposal and Bid of the Contractor, the Contractor’s Bonds, the General Conditions, Special Conditions and any supplementary conditions, drawings, plans, Specifications, addenda issued prior to execution of this Agreement, other documents listed herein or in any of the foregoing documents, and Modifications of the same issued after execution of this Agreement (collectively the “Contract” or “Contract Documents”). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer.

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:

1. Modifications to the Contract
2. This Agreement
3. Special Conditions
4. General Conditions

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.

ARTICLE 2. The Work. Contractor, for good and valuable consideration the sufficiency of which is hereby acknowledged, covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all work and labor necessary for Winnetka Avenue Pedestrian Crosswalk Flasher Systems (19-15) (the “Project”) according to the Plans and Specifications and all of the Contract Documents.

Contractor shall commence and conclude the Work in accordance with the Contract Documents. Time is of the essence in this Agreement. Accordingly, Contractor shall complete the Work in accordance with the time schedule for commencement and completion of the Work set forth in the Contract Documents. Contractor shall complete the Work in every respect to the satisfaction and approval of the City.

Installment payments, if any, on account of the Work shall be made in accordance with the provisions of the General Conditions. Final payment shall be due and payable on or before thirty (30) days after issuance of a Certificate of Final Completion issued by the City Engineer confirming that the Work has been fully completed and Contractor’s obligations fully performed by Contractor.

ARTICLE 4. Contractor’s Bonds. Contractor shall make, execute, and deliver to the City corporate surety bonds in a form approved by the City, in the sum of $257,449.71 for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the Project. Said bonds shall secure the faithful performance and payment 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.

ARTICLE 5. Acceptance of the Work. The City, through its authorized agents, shall be the sole and final judge of the fitness of the Work and its acceptability.

ARTICLE 6. Records. Contractor shall keep as complete, exact, and accurate an account of the labor and materials used in the execution of the Work as is possible and shall submit and make this information available as maybe requested by the City.

ARTICLE 7. Payment. All payments to Contractor shall be made payable to the order of Pember Companies, Incorporated, and the City does not assume and shall not have any responsibility for the allocation of payments or obligations of the Contractor to third parties.

ARTICLE 8. Cancellation Prior to Execution. The City reserves the right, without liability, to cancel the award of the Contract at any time before the execution of the Contract by all parties.

ARTICLE 9. Special Assessment Contingency. The City’s obligation under this contract is contingent upon the availability of appropriated funds, including funds derived from special assessments, from which payment for contract purposes can be made. The City shall not be legally liable for any payment under this Agreement unless the special assessment appeal period under Minn. Stat. § 429.081 has passed and no appeals have been received.

ARTICLE 10. Termination. The City may by written notice terminate the Contract, or any portion thereof, when (1) it is deemed in the best public, state, or national interest to do so; (2) the Special Assessment contingency has not been met; (3) the City is unable to adequately fund payment for the Contract because of changes in state fiscal policy,
regulations or law; or (4) after finding that, for reasons beyond Contractor’s control, Contractor is prevented from proceeding with or completing the Work within a reasonable time.

In the event that any Work is terminated under the provisions hereof, all completed items or units of Work will be paid for at Contract Bid Prices. Payment for partially completed items or units of Work will be made in accordance with the Contract Documents.

Termination of the Contract or any portion thereof shall not relieve Contractor of responsibility for the completed Work, nor shall it relieve Contractor’s Sureties of their obligations for and concerning any just claims arising out of the Work.

IN WITNESS WHEREOF, both parties hereto have caused this Contract to be signed on their respective behalves by their duly authorized offices and their corporate seals to be hereunto affixed the day and year first above written.

THE CITY OF GOLDEN VALLEY, MINNESOTA

BY

Shepard M. Harris, Mayor

BY

Timothy J. Cruikshank, City Manager

CONTRACTOR: PEMBER COMPANIES INCORPORATED

BY

Brent Pember, President
bpember@pembercompanies.com
Agenda Item
3. D. 5. Award Miscellaneous Traffic Signal Modification Project #22-12

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

Summary
In 2019, a Traffic Signal Analysis was performed on the 10 City owned traffic signal systems in Golden Valley. The systems are listed below:

- Betty Crocker Drive @ Trunk Highway (TH) 169 Ramp
- Boone Avenue @ 10th Avenue
- Boone Avenue @ Golden Valley Road
- General Mills Boulevard at Betty Crocker Drive
- Golden Valley Road @ Rhode Island Avenue
- Xenia Avenue @ Laurel Avenue
- Louisiana Avenue @ Market Street
- Plymouth Avenue @ Mendelssohn Avenue
- Xenia Avenue @ Golden Hills Drive

Each system was identified for general maintenance, minor upgrades, significant upgrades, and eventual replacement. The Betty Crocker @ TH 169 ramp signal is the oldest signal, and therefore towards the top of the priority list for maintenance and replacement. However, MNDOT has identified this signal on their list of replacements for 2024 or 2025. The Xenia @ Golden Hills signal operation and maintenance has been taken over by MNDOT due to the proximity to the I-394 ramps signal systems. The other eight systems were identified for miscellaneous upgrades and repairs and a project was designed in 2022 by Short Elliot Hendrickson (SEH), Inc. The project was sent out for quotes in May of 2022. Three quotes were received and are listed below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Killmer Electric</td>
<td>$197,745</td>
</tr>
<tr>
<td>Granite Ledge Electric</td>
<td>$226,420</td>
</tr>
<tr>
<td>Egan Company</td>
<td>$250,500</td>
</tr>
</tbody>
</table>
The quotes came in over budget, so staff worked to prioritize the top four signal systems in need of maintenance and upgrades. The following four systems were chosen for priority and fit within the proposed budget for the project:

1. Louisiana Avenue @ Market Street
2. Xenia Avenue @ Laurel Avenue
3. Plymouth Avenue @ Mendelssohn Avenue
4. Boone Avenue @ Golden Valley Road

Staff recommends awarding the above for signal systems for the project to Killmer Electric in the amount of $98,320.

Financial Or budget Considerations
Anticipated funding for this project is included in the 2022 Street CIP Program (S-050) in the amount of $150,000, $16,500 of which is part of an SEH design contract. Staff is recommending utilizing remaining funding from S-050 to assist with the Winnetka Avenue Flasher Project as that project is a priority to construct this summer.

Construction is scheduled to start in June or July.

Recommended Action
• Motion to authorize the Mayor and City Manager to execute a construction agreement with Killmer Electric in the form approved by the City Attorney for the Miscellaneous Traffic Signal Modification Project #22-12 in the amount of $98,320.

Supporting Documents
• Location map (1 page)
• Contract with Killmer Electric (15 pages)
THIS AGREEMENT is made this 7th day of June 2022 (the “Effective Date”) by and between Killmer Electric, an traffic signal company located at 5141 Lakeland Avenue North, Crystal, Minnesota 55429 (“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 traffic signal modifications.

B. The City desires to hire Contractor to revise nine traffic signal systems.

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 plans and specifications set forth in the attached Exhibits B, C, D, E, and F.

2. Time for Completion. The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s engineer between June 1st and August 30th, 2022 (the “Contract Time”). Contractor shall 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 G. The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.
4. **Permits.** Contractor shall obtain, at its sole cost, all permits required for the performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   a. The parties, by mutual written agreement, may terminate this Agreement at any time;
   
   b. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party upon providing written notice of intention to terminate to the breaching party. Termination will become effective automatically and without further notice unless the breaching party cures the breach within thirty (30) days after the giving of such notice.
   
   c. The City may terminate this Agreement immediately upon Contractor’s failure to have in force any insurance required by this Agreement.

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

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

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

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

16. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor’s successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys’ fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor’s (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor’s failure to obtain or maintain the insurance required by this Agreement.

   Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

17. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:
a. Worker’s Compensation Insurance as required by Minnesota Statutes, section 176.181;

b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than $500,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

c. Commercial General Liability in an amount of not less than $1,000,000 per occurrence, $1,000,000 general aggregate, and $1,000,000 for products-completed operations hazard, providing coverage for claims including:
   i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
   ii. Personal and advertising injury;
   iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
   iv. Bodily injury or property damage arising out of completed operations; and
   v. Contractor’s indemnity obligations under this Agreement.

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

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

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

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

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

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

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

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

25. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.
26. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Work.

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

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

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

30. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is R.J. Kakach, or designee. Contractor’s authorized agent for purposes of administration of this contract is Reid Golyer, or designee who shall perform or supervise the performance of all Work.

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>THE CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Killmer Electric</td>
<td>City of Golden Valley</td>
</tr>
<tr>
<td>5141 Lakeland Avenue North</td>
<td>7800 Golden Valley Road</td>
</tr>
<tr>
<td>Crystal, MN 55429</td>
<td>Golden Valley, MN 55427</td>
</tr>
<tr>
<td><a href="mailto:rgolyer@killmerelectric.com">rgolyer@killmerelectric.com</a></td>
<td><a href="mailto:rkakach@goldenvalleymn.gov">rkakach@goldenvalleymn.gov</a></td>
</tr>
</tbody>
</table>

or such other contact information as either party may provide to the other by notice given in accordance with this provision.
32. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

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

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

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

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

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

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

38. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.
IN WITNESS WHEREOF, the City and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

KILLMER ELECTRIC:

By: _________________________________
Name: Reid Golyer
Title: Project Manager

CITY OF GOLDEN VALLEY:

By: _________________________________
Shepard M. Harris, Mayor

By: _________________________________
Timothy J. Cruikshank, City Manager
Golden Valley City Council Meeting
June 7, 2022

Agenda Item
3. D. 6. Adopt Resolution No. 22-054 Requesting Variance from Standards for State Aid Operations for Olson Memorial Frontage Road on Douglas Drive and Trunk Highway 55 Underpass Project

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

Summary
As part of the Douglas Drive and Trunk Highway 55 (TH 55) project, a new trail is proposed for pedestrians to access the underpass tunnel. The south approach to the trail is located between the eastern leg of the proposed mini roundabout and the entrance to the tunnel. Due to geometric constraints in this area, the trail will serpentine from the roadway surface down to the tunnel.

These horizontal curves do not meet the 20 mph State Aid design standards. Instead, the trail meets 12 mph design standards. Because the trail is part of the larger State Aid project, it must be constructed to current State Aid design standards. In this case, a change in the horizontal curvature would significantly impact the project scope.

Due to the challenges and infeasibility associated with meeting the State Aid design standard, staff recommends applying for a variance from Standards for State Aid Operations 8820.9995. Approval of this variance will allow the City of Golden Valley to proceed with construction of the proposed trail in its current alignment.

Financial Or Budget Considerations
None

Recommended Action
Motion to adopt Resolution #22-054 Requesting Variance from Standards for State Aid Operations, Douglas Drive and TH 55 Underpass and Roundabout Project SAP 128-594-002 and SAP 128-332-008.

Supporting Documents
• Project Location Map (1 page)
• Resolution #22-054 Requesting Variance from Standards for State Aid Operations, Douglas Drive and TH 55 Underpass and Roundabout Project SAP 128-594-002 and SAP 128-332-008 (1 page)
RESOLUTION NO. 22-054

RESOLUTION REQUESTING VARIANCE FROM STANDARDS FOR STATE AID OPERATIONS DOUGLAS DRIVE AND TRUNK HIGHWAY 55 UNDERPASS AND ROUNDBOUGHT PROJECT STATE AID PROJECT 128-594-002 AND STATE AID PROJECT 128-332-008

WHEREAS, the City of Golden Valley Engineer is hereby authorized to request a variance from the Minnesota Department of State Aid Operations, pursuant to Minnesota Rules for State Aid Operations 8820.9995, as they apply to the proposed horizontal curve associated with the proposed construction of a multi-use trail from the Olson Memorial Highway Frontage Road to the proposed Trunk Highway 55 pedestrian tunnel, State Aid Project SAP 128-332-008, located in Golden Valley, Minnesota and Hennepin County; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9995 require a minimum 20 miles per hour design speed for horizontal curvature; and

WHEREAS, the City Council of Golden Valley believes that the minimum design standards set forth by the Minnesota Rules for State Aid Operations 8820.9995 as applicable to the proposed horizontal curve on the multi-use trail to meet 20 miles per hour design speed create undue burden.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9995 (Minimum Off-Road and Shared Use Path Standards) to allow for a horizontal curve that meets 12 miles per hour design speed in lieu of a 20 miles per hour design speed.

BE IT FURTHER RESOLVED, that the City Council of the City of Golden Valley, Minnesota, hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of, or by reason the use of a 12 mile per hour design speed horizontal curve on the multi-use trail between the Olson Memorial Highway Frontage Road and the pedestrian tunnel below Trunk Highway 55 in accordance with Minnesota Rules 8820.9995. The Council further agrees to defend at its sole cost and expense, any action of proceeding commended for the purpose of asserting any claim arising as a result of the granting of this variance.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of June 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Agenda Item

Prepared By
Maria Cisneros, City Attorney
Kirsten Santelices, Human Resources Director

Summary
This item is the topic of the Executive Session held immediately prior to the Council meeting. Information will be provided at the Council Meeting pending the outcome of the discussion at the Executive Session.

Financial Or Budget Considerations
Increase job classification from grade 17 to grade 18 and minimum 2% COLA increase for 2023 and 2024.

Recommended Action
Motion to approve January 2022-December 2024 Police Assistant Chief’s Agreement.

Supporting Documents
- Link to Assistant Chief’s 2022-2024 Labor Relations Contract
  - This link is active but the document will not be officially uploaded and accessible to the public until the adjournment of the June 7 City Council Closed Executive Session. Public access will also be dependent on the outcome of that meeting.
Agenda Item
3. D. 8. PERA Settlement Agreement

Prepared By
Maria Cisneros, City Attorney

Summary
This item is the topic of the Executive Session held immediately prior to the Council meeting. Information will be provided at the Council Meeting pending the outcome of the discussion at the Executive Session.

Financial or Budget Considerations
The proposed settlement amount is $35,000, which would be paid by the City.

Recommended Action
Motion to approve proposed PERA settlement agreement

Supporting Documents
- Link to Proposed Settlement Agreement
  - This link is active but the document will not be officially uploaded and accessible to the public until the adjournment of the June 7 City Council Closed Executive Session. Public access will also be dependent on the outcome of that meeting.
Agenda Item
3. D. 9. Approve Law Enforcement Services Agreement with Hennepin County Sheriff’s Office

Prepared By
Alice White, Assistant Police Chief

Summary
Based on projected staffing levels over the next several months, the Police Department may be unable to staff patrol shifts at fully operational levels. Therefore, Police Department command staff recommend contracting with the Hennepin County Sheriff’s Office for assistance filling open shifts. While the Sheriff’s Office is required by state law to support agencies that need assistance, the contract does not guarantee services because the Sheriff’s Office is also experiencing similar staffing difficulties. The intent is to make open shifts available to Sheriff’s Office staff.

Recruitment is ongoing but staffing levels are at a critical point and need to be made a priority.

Financial Or Budget Considerations
The rates are listed in Attachment A of the agreement. The rates are comparable to those paid to Golden Valley Police Officers.

Recommended Action
Motion to approve Law Enforcement Services Agreement with Hennepin County Sheriff’s Office

Supporting Documents
• Law Enforcement Services Agreement with Hennepin County Sheriff’s Office (9 pages)
LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (this “Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA (the “COUNTY”), A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Sheriff’s Office (“HCSO”), and the City of Golden Valley (“CITY”), 7800 Golden Valley Road, Golden Valley, Minnesota 55427.

Pursuant to the foregoing, the parties agree as follows:

1. **TERM**

   COUNTY shall provide Services (as defined herein) commencing June 6th, 2022 and ending at midnight on December 31st, 2024, unless terminated sooner pursuant to the provisions herein.

2. **SERVICES AND OBLIGATIONS**

   Pursuant to the terms herein, COUNTY, by and through HCSO, shall exercise best efforts to assign law enforcement personnel (“Deputies”) to provide law enforcement and related services for CITY in and around the geographical boundaries of the City of Golden Valley as more fully described in Attachment A (“Services”).

   Services shall encompass only those duties and functions that are within the jurisdiction of and customarily rendered by HCSO in accordance with applicable law, including but not limited to enforcement, investigation, emergency response, duties authorized by law, proactive patrol, response to calls for public safety services, crime prevention, investigation of criminal activity, assistance with local and state prosecutions, and other agreed upon duties.

3. **PAYMENT FOR SERVICES**

   COUNTY shall invoice and CITY shall pay COUNTY for each hour of Services actually performed hereunder at the rates set forth in Attachment A, subject to the following adjustment for over-time:

   - hours of Services which exceed eight (8) hours per day for an individual Deputy or eighty (80) hours per payroll period for an individual Deputy shall be overtime and compensated at the hourly rate set forth on Attachment A; and
   - the foregoing calculations of hours to determine overtime include all hours of performance for COUNTY by each specific deputy – not only hours of Services performed hereunder.

   CITY shall pay invoiced amounts within thirty (30) days from receipt of the invoice.
4. **NO AGENCY RELATIONSHIP**

The parties agree that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting either party as an agent, representative, or employee of the other for any purposes or in any manner whatsoever. Each party is to be and shall remain an independent contractor with respect to all Services performed under this Agreement.

5. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Except for liability, claims, injury, damages, costs or expenses resulting from COUNTY’s intentional, willful or wanton acts, CITY shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees, including but not limited to individual Deputies to the extent they are individually/personally named in any action, from any liability, claims, injury, damages, costs, or expenses, including reasonable attorney’s fees, resulting (i) directly from COUNTY’s performance of Services, including but not limited to claims under state or federal law, including but not limited to 42 U.S.C. §1983, Monell claims, attorney’s fees and costs under 42 U.S.C. § 1988, to the extent arising out of, in the course and scope of, and directly and proximately caused by the performance of Services under this Agreement; (ii) from any act or omission of CITY, CITY’s subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable, and (iii) against all loss by reason of the failure of CITY to perform any obligation under this Agreement.

The parties expressly agree that, with respect to the resolution of any matter subject to CITY’s obligations under this Section 5, neither party will disparage nor attribute or stipulate to any liability, wrongdoing, negligence, etc., to the other party, without such other party’s express written consent.

EXCEPT FOR LIABILITY, CLAIMS, INJURY, DAMAGES, COSTS OR EXPENSES RESULTING FROM COUNTY’S INTENTIONAL, WILLFUL OR WANTON ACTS, COUNTY WILL NOT BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORSEEABLE.

Liability of the CITY and COUNTY shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws. Notwithstanding the above, the CITY shall not be required to defend and indemnify the COUNTY if any individual Deputy fails to cooperate, collaborate, or coordinate with CITY personnel as required by this Agreement.
6. **DATA PRACTICES**

Each party and its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Minnesota Health Records Act, Minnesota Statutes, §144.291 et seq., the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7. **MERGER AND MODIFICATION**

   A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

   B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

8. **DEFAULT AND CANCELLATION**

If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless said party’s default is excused in writing by the other party, said party may upon written notice immediately cancel or terminate this Agreement in its entirety.

This Agreement may be canceled with or without cause by either party upon thirty (30) days’ written notice.

Any remedies expressly set forth herein, including but not limited to the right to terminate this Agreement, shall be in addition to any other right or remedy available to the party under this Agreement, law, statute, rule, and/or equity.

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES AND OBLIGATIONS; NO AGENCY RELATIONSHIP; INDEMNIFICATION AND LIMITATION OF LIABILITY; DATA PRACTICES; DEFAULT AND CANCELLATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.
9. **CONTRACT ADMINISTRATION**

Major Jeffrey Storms, 612-596-9870, or successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and CITY.

Alice White Assistant Chief of Police, City of Golden Valley, 7800 Golden Valley Road, Golden Valley, Minnesota 55427, 763-512-2503, awhite@goldenvalleymn.gov, or successor, shall manage the agreement on behalf of the CITY and serve as liaison between the CITY and COUNTY.

Either party may replace such person but shall immediately give written notice to the other party of the name, phone number and fax number (if available) of such substitute person and of any other subsequent substitute person.

10. **COMPLIANCE WITH APPLICABLE LAW**

Each party shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

11. **NOTICES**

Any notice or demand which must be given or made by a party under this Agreement, or any statute or ordinance, shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the Hennepin County Administrator – A2300, Hennepin County Government Center, 300 South Sixth St, Minneapolis, Minnesota 55415 with a copy to HCSO at the address given in the opening paragraph of the Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of the Agreement.

12. **MEDIA OUTREACH**

CITY shall notify HCSO, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by HCSO, by and through the Lead Officer or their designee(s), prior to publication or release. As used herein, the term “Outreach” shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term “Hennepin County”, the “Hennepin County Sheriff’s Office” or “Sheriff David [Dave] Hutchinson” or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.
13. **MINNESOTA LAWS GOVERN**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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SIGNATURE AUTHORIZATION

Reviewed for COUNTY by
the County Attorney’s Office:

By: ______________________
Michael Bernard

Date: 
__________________________

HENNEPIN COUNTY SHERIFF’S OFFICE

By: ______________________
Tracey A. Martin
Chief Deputy
Hennepin County Sheriff’s Office

Date: 
__________________________

CITY OF GOLDEN VALLEY

By: ______________________
Timothy Cruikshank, City Manager

By: ______________________
Shepard Harris, Mayor

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: ______________________
Sheri Selton
County Administration Clerk

Date: 
__________________________

By: ______________________
David Hough
County Administrator

Date: 
__________________________
ATTACHMENT A

SERVICES

I. Pursuant to the terms of this Agreement, COUNTY shall provide Services in accordance with the following:

Unless the parties otherwise agree, COUNTY shall exercise best efforts to provide up to two deputies throughout each day to perform Services. However, upon CITY’s request or as HCSO determines necessary to keep the peace and/or fulfill its obligations hereunder, HCSO may provide additional deputies to perform Services on any given day. As long as said additional Services are within the scope of Services, the additional services shall be a non-material modification to this Agreement not requiring an amendment so long as the additional Services do not alter the character of the Services contemplated herein. Said additional services shall be paid at the hourly rates set forth herein.

To the extent Services include enforcement of the regulatory ordinances duly adopted by the governing body of CITY, CITY will provide HCSO with a sufficient number of complete and current copies of said regulatory ordinances.

HCSO and its assigned Deputies shall work collaboratively with CITY law enforcement personnel. However, the parties expressly acknowledge and agree that HCSO is not responsible for command or control of any CITY personnel, including but not limited to CITY law enforcement personnel.

CITY shall provide radio equipment and dispatching necessary for communications between Deputies and CITY/CITY law enforcement personnel. HCSO shall be solely responsible for identifying and supplying Deputies with equipment and supplies necessary to perform Services, including, as HCSO deems appropriate, a seasonally appropriate patrol uniform of the day, service belts, HCSO radio equipment, service weapon, personal soft ballistic body armor, and traffic vests.

Deputies shall perform Services and related law enforcement activity, including detention, arrest, and documentation in accordance with HCSO’s operating standards, policies, and procedures as well as applicable law. Unless the parties otherwise agree, HCSO shall be solely responsible for and shall arrange transport and/or booking of any arrested/detained individuals which may include transportation to, and supervision during, necessary medical treatment. For clarification and not limitation, nothing herein is intended to nor shall be construed as modifying, altering, waiving, releasing or otherwise affecting in any manner whatsoever any duties or obligations imposed by HCSO’s standards, policies, and procedures or by applicable law.

HCSO shall be solely responsible for the selection and assignment of Deputies and other personnel to perform Services. The parties acknowledge and agree that resource
availability requires HCSO to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction. That prioritization decision belongs solely to HCSO. HCSO may, at any time, recall Deputies when it is considered to be in COUNTY’s best interest to do so.

HCSO shall be exclusively responsible for deputy performance standards, the discipline of Deputies, and other matters incidental to the performance of Services including the right to control assigned Deputies. CITY shall refer concerns about assigned Deputies, including instances of alleged misconduct or other disciplinary matters, to Major Jeff Storms, Sheriff’s Administration, for investigations, referral, or other appropriate actions. HCSO will retain sole authority and responsibility for discipline of Deputies.

In the event of any actual or alleged unusual incidents, emergencies, and/or controversial situations which arise in relation hereto, each party shall immediately report such incidents to the other party and shall immediately cooperate, collaborate, and coordinate with the other party to investigate, remedy and/or respond to the same. For purpose of this paragraph "unusual incident, emergency, or controversial situations" include but are not limited to any actual or alleged assault, sexual assault/misconduct, excessive force, or other act of violence, by a party, a party's personnel or agent(s), a prisoner, or any third party, any escape or attempted escape of a prisoner or any other breach of security, any excessive delay in the transportation of a prisoner, and any refusal of any party to release a prisoner as authorized or directed by applicable law. For clarification and not limitation of the provisions herein, including the Promotional Materials obligations in the Agreement, the parties shall cooperate, collaborate, and coordinate any outward facing communications regarding any unusual incident, emergency, or controversial situation.

CITY shall at its sole expense supply any special stationary, supplies, notices, or forms which are to be issued by HCSO in the name of the CITY in connection with the Services.

HCSO shall provide Services from HCSO owned, operated, or accessible facilities. However, CITY may, in its sole discretion, elect to provide one or more alternative/additional facilities for use by HCSO, including but not limited to providing necessary space, furnishings, utilities and other equipment and services necessary or incidental to the existence and operation of said facility. If such facility is established by the CITY and maintained within the geographic boundaries of the CITY, such facility may be utilized by the HCSO in connection with the performance of HCSO’s duties and functions beyond performing Services, including law enforcement and other related legal obligations beyond the geographic boundaries of the CITY, provided, however, that the performance of such duties and functions shall not be at any additional cost to the CITY.

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II. As further described in the Agreement, COUNTY personnel shall be paid the following hourly rate for each of Services performed hereunder:

<table>
<thead>
<tr>
<th></th>
<th>Regular Rate</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Sheriff’s Deputy</td>
<td>$50.06/hour</td>
<td>$75.09/hour</td>
</tr>
<tr>
<td>2) Sheriff’s Sergeant</td>
<td>$61.55/hour</td>
<td>$92.32/hour</td>
</tr>
<tr>
<td>3) Sheriff’s Lieutenant</td>
<td>$68.32/hour</td>
<td>$102.48/hour</td>
</tr>
<tr>
<td>4) Sheriff’s Captain</td>
<td>$75.15/hour</td>
<td>$112.73/hour</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing established rates, the parties expressly acknowledge and agree that COUNTY may adjust said rates, during the term of this Agreement, to reflect pro-rata changes resulting from changes in collective bargaining or other applicable contracts. COUNTY shall give CITY written notice of any applicable adjustment in rates.

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Agenda Item
3. E. Adopt Resolution No. 22-055 entering into Host Site Agreement with Minnesota Pollution Control Agency

Prepared By
Drew Chirpich, Environmental Specialist

Summary
Minnesota GreenCorps is an AmeriCorps program that began in 2009. The goal of Minnesota GreenCorps is to preserve and protect Minnesota’s environment while training a new generation of environmental professionals. The program places members with host sites around the state to assist communities and local governments in addressing a variety of statewide needs. For the 2022-2023 program year, the Minnesota Pollution Control Agency (MPCA) anticipates placing and supporting approximately 48 full-time GreenCorps members throughout Minnesota. More information is available at: https://www.pca.state.mn.us/mngreencorps/program-information.

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

For the 2022-2023 term, the GreenCorps member would work on a full-time basis from September 2022 to August 2023. The GreenCorps member would assist the City with implementing its Energy Action Plan with an emphasis on equity, addressing energy cost burden, engaging multifamily units in energy efficiency opportunities, and addressing tree replacements due to Emerald Ash Borer and canopy disparities in the community. The member will also work on other aspects of the City’s resilience and Sustainability Plan, and help to continue work on the City’s new Organics Recycling Program.

Financial Or Budget Considerations
$300 Training budget to be supplied by the City for the member. Funding Available in 7303.
Recommended Action
Motion to adopt Resolution No. 22-055 to enter into Host Site Agreement with the Minnesota Pollution Control Agency

Supporting Documents
- Resolution No. 22-055 to enter into Host Site Agreement with the Minnesota Pollution Control Agency (1 page)
- Agreement GreenCorp Host Site (10 page)
WHEREAS, the City of Golden Valley is eligible to apply for the placement of one Minnesota Pollution Control Agency GreenCorps member at City Hall for the next program year (September 2022-August 2023); and

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

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

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

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

Adopted by the City Council of Golden Valley, Minnesota this 7th day of June 2022.

__________________________
Shepard M. Harris, Mayor

ATTEST:

________________________
Theresa Schyma, City Clerk
Minnesota GreenCorps
Host Site Agreement
Program Year 2022 - 2023

I. Purpose
This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St Paul, MN 55155, using the Minnesota GreenCorps Program, herein after referred to as “State” or “MPCA,” and <Insert host site name and address>, herein after referred to as the “Host Site.” The Agreement delineates the terms, conditions, and rules of participation in the Minnesota GreenCorps Program for the 2022-2023 program year.

II. Term of agreement
Effective date: September 15, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
Expiration date: August 15, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

III. Authorized representatives
The MPCA’s Authorized Representative is Cristina Villella, Minnesota GreenCorps Program Coordinator, 520 Lafayette Road North, St Paul, MN 55155, 651-757-2580, cristina.villella@state.mn.us or her successor.

The Host Site’s Authorized Representative is <Name, title, address, telephone number, email>, or his/her successor. If the Host Site’s Authorized Representative changes at any time during this Agreement, the Host Site must immediately notify the MPCA.

The Host Site supervisor is: <Name, title, address, telephone number, email>, or successor.

If the supervisor(s) changes at any time during this Agreement, the Host Site must immediately notify the MPCA.

IV. Member position description
The Host Site, along with listed partners, will provide direction, supervision, and resources for the following Minnesota GreenCorps member (Member) position(s) <Insert position title>. The MPCA is responsible for candidate selection, ensuring that selected members meet the eligibility requirements and qualifications outlined below.

<Insert position description>

Eligibility requirements

- Must be a minimum of 18 years or older.
- Must be a U.S. Citizen, U.S. National, or a lawful permanent resident alien of the U.S.
- Must be eligible to serve an AmeriCorps service term.
- Must consent to, and pass, a criminal history check.
Qualifications

Education
A two-year Associate’s degree or completion of sophomore year in a four-year college program is required. A four-year Bachelor’s degree with a major or significant course work related to environmental protection, energy conservation and efficiency, urban planning, ecology or biology, or another relevant aspect of the Minnesota GreenCorps program is preferred.

Work skills
- Effective communication, presentation, and writing skills.
- Ability to build and maintain relationships.
- Ability to work well independently and on diverse teams.
- Ability to take initiative and effectively manage projects.
- Ability to research and organize information.
- Functional computer skills: word processing, spreadsheet, database management.

Interest/commitment
- Demonstrated interest in environmental topics, including energy and water conservation, active transportation, urban planning, local foods, recycling, environmental education, etc.
- Commitment to complete the 11 month (1,700 hour) AmeriCorps service term.

Physical requirements
- Most positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Some positions may require light to moderate lifting, bending, stooping, pulling, kneeling, carrying, and use of hand tools.
- Some positions may require the ability to work outdoors in adverse weather conditions, such as wind, rain, high or low temperatures on challenging terrain for up to 8 hours at a time.

While Minnesota GreenCorps members will be selected for placement based on their qualifications and commitment to service, host sites must understand that Members are not necessarily bringing highly specialized skills to their position. The Members are participating in the Minnesota GreenCorps program in order to give back to their communities and gain valuable skills and experience in the environmental field. Host sites will often need to invest time in on-the-job training for the Members.

V. Responsibilities of the MPCA

The MPCA, acting through the Minnesota GreenCorps Program Coordinator, supporting staff, and management, is responsible for providing oversight to the Minnesota GreenCorps Program on a statewide level, including Member management, site management, and compliance with all AmeriCorps regulations. The Minnesota GreenCorps Program Coordinator is an employee of the MPCA.

A. Member selection process
1. Interview: The MPCA will accept and screen all applications for Member positions. The MPCA will sort and review applications, and select candidates for interviews.
2. Selection: The MPCA will make selection decisions. The MPCA has the responsibility and authority to extend an offer for a position to an applicant, and will make the final selection decisions.
3. Criminal history checks: The MPCA will conduct required criminal history checks on applicants prior to their official start into the Minnesota GreenCorps Program. Member participation in the Minnesota GreenCorps Program is contingent upon passing all relevant criminal history checks.

B. Member management
1. Member training: The MPCA is responsible for coordinating the logistics and scheduling the Member trainings that occur throughout the year. The MPCA will reimburse qualified travel expenses for Members to attend Minnesota GreenCorps-sponsored training. The member mileage reimbursement for these required training events is paid for entirely by the MN GreenCorps federally funded program budget through AmeriCorps. Member orientation(s) topics will include: AmeriCorps/Minnesota GreenCorps policies and procedures; OnCorps reports (the online reporting system for AmeriCorps programs); reporting requirements; training in topic areas; and safety, including right-to-know and emergency procedures.
2. **Oversight:** While the Host Site will provide day-to-day supervision, the MPCA will communicate regularly with the Host Site and site supervisor to ensure that the tasks and activities of the Member project align with the position description and goals of the Minnesota GreenCorps Program and the MPCA. The MPCA will work with the Member and host site to refine project measures throughout the term of service. The MPCA is also responsible for data compilation and reporting to interested parties including ServeMinnesota, the Corporation for National and Community Service (CNCS), MPCA management, and other interested parties.

3. **Mentors:** The MPCA will provide each Minnesota GreenCorps Member with a mentor that will provide technical assistance and support throughout the program year.

4. **Member site visits:** The MPCA will conduct up to two site visits during the year. Site visits will be scheduled by the MPCA with the Minnesota GreenCorps Member and site supervisor.

5. **Monitoring program requirements:** The Minnesota GreenCorps Program Coordinators will track and monitor each Member’s progress in completing program requirements. This includes monitoring Members’ service hours to ensure the Member will complete the minimum hour requirement by the end of program term.

6. **Member personnel file:** The MPCA will maintain a personnel file for each Member.

7. **Member benefits:** The MPCA is responsible for administering/overseeing Member benefits (as applicable) including: living allowance, health insurance and workers’ compensation. The MPCA will provide assistance to qualifying Members in receiving federal student loan forbearance, child care reimbursement, and education awards from the corresponding government entities that provide such benefits. The MPCA will also provide travel reimbursement for approved expenses.

8. **Reasonable accommodation:** A reasonable accommodation is any modification or adjustment to a job, practice, or work environment that makes it possible for an individual with a physical or mental disability to perform the essential functions of a job. The MPCA must provide such accommodations, upon request by Members with disabilities, unless doing so imposes undue financial or administrative burden to the program.

9. **Member discipline:** The MPCA will work closely with the Host Site supervisor regarding setting expectations and, if necessary, administering discipline for performance-related issues, including but not limited to: tardiness, failure to meet deadlines, failure to complete service position duties, etc.

10. **Grievance procedures:** The MPCA will ensure that Member work problems are appropriately resolved; when necessary, the MPCA will ensure that Grievance Procedures are administered as prescribed in the Member Service Agreement.

11. **Site re-assignment:** In the event that a Host Site environment becomes unsuitable for a Member to continue their service work, the MPCA reserves the right to terminate the site partnership and move the Member to another site, should an opportunity exist.

C. **Member suspension, release from service, and termination**

1. Only the MPCA’s designated staff has the authority to suspend or release a Member either for cause or for compelling personal circumstances. Host Site supervisors must actively work with the MPCA to address performance issues before suspension or release from service is considered.

2. **Terminating:** Only MPCA’s designated staff has the authority to suspend or release a Member from service for disciplinary reasons. Site supervisors must actively work with the MPCA to address performance issues before termination is considered.

D. **Host Site management**

1. **Training:** Host site orientation topics will include: AmeriCorps/Minnesota GreenCorps policies and procedures, OnCorps reports, and reporting requirements.

2. **Site visits:** The Minnesota GreenCorps Program Coordinators and/or other MPCA staff will conduct up to two site visits with each site. The site visits will review progress in relation to the expectations laid out in the Site Agreement, celebrate success, and provide assistance in problem solving.

3. **Monitor and approve in-kind:** The Minnesota GreenCorps Program Coordinator will monitor in-kind reports submitted to OnCorps by the Site Supervisor, and will approve in-kind reports once proper documentation is received.

4. **Criminal history checks:** The MPCA will conduct criminal history checks on host site supervisors prior to the start of the Minnesota GreenCorps Program. Site participation in the Minnesota GreenCorps Program is contingent upon passing all criminal history checks.
VI. Host Site responsibilities

The Host Site, acting primarily through the Host Site supervisor, is responsible for the following:

A. Member support and management
1. **Member recognition:** Minnesota GreenCorps members are not “employees” or “volunteers” of the host site.
2. **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to at least 3.2 hours per week (0.08 full time employee [FTE]), per member. Set a daily schedule with the Minnesota GreenCorps member to ensure a full-time member is serving approximately 40 hours/week, and then hold the member accountable to this set schedule.
3. Provide appropriate safety training and personal protective equipment (PPE), including right-to-know and emergency procedures.
4. **Workspace, computer access, supplies, materials.** Provide reasonable workspace for Members to complete the tasks of their project. This includes a desk, phone, computer, access to office supplies, access to a printer, copy machine, materials needed for Minnesota GreenCorps member projects (displays, fact sheets, manuals, etc.). Members must have regular access to the internet for Minnesota GreenCorps-related purposes (i.e., completing timesheets, using the Minnesota GreenCorps website, checking email) as well as to complete the tasks of their project. It is recommended the host site provide a host site email address to the Minnesota GreenCorps member if possible. Host sites must provide Members with necessary equipment to complete the tasks of their project from a remote location if teleservice is required.
5. **On-site training:** Invite the Minnesota GreenCorps member to participate in relevant on-site training and/or staff meetings. Minnesota GreenCorps members may record this time toward their service hours.
6. **Member professional development:** Host sites are encouraged to provide at least $150 towards Member professional development, such as attending conferences, seminars, workshops, trainings, etc.
7. Per AmeriCorps guidance, Minnesota GreenCorps members should provide in person service to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be rare and involve appropriate documentation, supervision, and oversight. If teleservice is deemed necessary by the host site organization, supervisor, and/or member, the member and supervisor must complete, submit and receive MPCA program staff approval a Temporary Teleservice Authorization form prior to the start of teleservice. In addition, the member and the supervisor must outline the member’s planned activities for the duration of teleservice, setting clear expectations, and identifying means to document progress and results. It is the supervisor’s responsibility to monitor both the member’s plans, progress, and outputs while they are serving off-site.
8. **Work environment:** Maintain a work environment that is welcoming, respectful, free of harassment and discrimination, and safe. Name badge: Provide the Member with a name badge, if required, according to the personnel policies of the host site.
9. **Reasonable accommodation:** Members with mental or physical disabilities have the right to request reasonable accommodations through their host site. The host site should work closely with the Minnesota GreenCorps Program Coordinator and the MPCA’s Human Resource Office to support and respond to such requests.
10. **Grievance procedures:** Discuss work problems with Members, engage in informal problem solving, and (if required) support the Grievance Procedures included in the Member Service Agreement.

B. Insurance

If the Members are using vehicles belonging to the Host Site organization to conduct business on behalf of the Minnesota GreenCorps Program, then the Host Sites’ vehicle insurance is primary.

C. Supervisor responsibilities
1. **Attend supervisor training:** Supervisors are required to participate in a one-day Site Supervisor Orientation at the start of the program year to learn roles and responsibilities. If a host site supervisor is unable to attend the supervisor training, they must send another representative from the host site to receive proper training.
2. **Approve timesheets:** Verify the Member’s service hours by approving his or her timesheet online once every two weeks through the OnCorps Reports online system. Member timesheets must be approved by supervisors on time for the Member to receive his or her living allowance.
3. **Participate in site visits:** Participate in a bi-annual site visit facilitated by the Minnesota GreenCorps Program Coordinator. The purpose of the visit will be to review progress in relation to the expectations laid out in the Site Agreement, celebrate success, and provide assistance in problem solving.
4. **Maintain open lines of communication:** Maintain open lines of communication with the Minnesota GreenCorps member, Minnesota GreenCorps Program Coordinator, and MPCA professional staff in relation to the Member’s role and performance.
5. **Discipline/termination (if necessary):** Ensure that Members comply with the terms of the Member Service Agreement. Host sites must be involved with resolving work problems of Members and may be involved in the Grievance Procedures. The Host Site Supervisor must notify and work closely with the MPCA Human Resources
staff on disciplinary action. A site may not decide to terminate a Member. Only designated MPCA staff has the authority to suspend or release a Minnesota GreenCorps member from service for disciplinary reasons.

6. **Complete performance evaluations**: Complete a mid-year and end-of-year Member performance evaluation.

7. **Submit in-kind documentation**: Submit in-kind reports through the OnCorps Reports online system, and provide hard copy documentation.

8. **Reportable and measurable outcomes**: Oversee and approve the Member’s submission of quarterly updates to the MPCA on project progress on forms and a timeline determined by the MPCA, and a final report that includes lessons learned and project measures for success.

### VII. Prohibited activities for AmeriCorps members

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, members may not engage in prohibited service activities, CFR § 2520.65:

A. Attempting to influence legislation.

B. Organizing or engaging in protests, petitions, boycotts, or strikes.

C. Assisting, promoting, or deterring union organizing.

D. Impairing existing Agreements for services or collective bargaining agreements.

E. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.

F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, platforms, political candidates, proposed legislation, or elected officials.

G. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.

H. Providing a direct benefit to:
   a. A business organized for profit
   b. A labor union, a partisan political organization
   c. A non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986
   d. An organization engaged in the religious activities described above

I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive.

J. Providing abortion services or referrals for receipt of such services.

K. Clerical work or research unless such activities are incidental to the member’s direct service activities.

L. Census activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

M. Election and polling activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

N. Such other activities as CNCS may prohibit.

### Fundraising restrictions

A. AmeriCorps members may raise resources directly in support of program service activities.

B. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
   1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read.
   2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
   3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
   4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization.
   5. Seeking donations from alumni of the program for specific service projects being performed by current members.
C. AmeriCorps members may not:

1. Raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment.

2. Write a grant application to the corporation or to any other federal agency. An AmeriCorps member may spend no more than 10% of his/her/their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, per CFR § 2520.40.

VIII. Nonduplication/nondisplacement

A. Nonduplication: Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the nondisplacement clause (below) are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides, per CFR § 2540.100.

B. Nondisplacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:
   i. Will supplant the hiring of employed workers.
   ii. Are services, duties, or activities with respect to which an individual has recall right pursuant to a collective bargaining agreement or applicable personnel procedures.

6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
   i. Presently employed worker.
   ii. Employee who recently resigned or was discharged.
   iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
   iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick).
   v. Employee who is on strike or who is being locked out.

IX. Harassment and non-discrimination policy

The MPCA and the Minnesota GreenCorps Program do not discriminate with regard to race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, membership or activity in a local human rights commission, disability, age, sexual orientation, gender identity, gender expression, and genetic information.

Harassment based on the protected class status listed in the paragraph above is also prohibited, including both overt acts of harassment and those acts that create a negative work environment.

Discriminatory harassment is any behavior based on protected class status that is unwelcome and personally offensive and, thereby, may affect morale and interfere with the Member’s ability to perform. For example, harassment based on national origin has been defined by the U.S. Equal Employment Opportunity Commission as “Ethnic slurs and other verbal or physical conduct relating to an individual’s national origin.”

Sexual harassment has also been specifically defined by the Minnesota Human Rights Act, which states in regard to employment, that:

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when: (1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (2) submission to or rejection of that conduct or communication by
an individual is used as a factor in decision affecting that individual's employment; or (3) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Discriminatory harassment may occur: 1) among peers or coworkers, 2) between managers and subordinates, or 3) between Members and the public.

A. AmeriCorps program civil rights policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims must be brought to the attention of OCRI within 45 days of their occurrence. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. OCRI may be reached at 202-606-7503 (voice), 202-606-3472 (TTY), eo@cns.gov, or through http://www.nationalservice.gov/.

B. Complaint procedures

Members have the right to report a concern or complaint about discrimination or discriminatory harassment to their Host Site supervisor, the MPCA’s Minnesota GreenCorps Program Coordinators, the MPCA Community and Business Assistance Development Manager, or to the MPCA Human Resources Department. In fulfilling the obligation to maintain a positive and productive work environment, Host Site supervisors, the MPCA’s Minnesota GreenCorps staff, and the MPCA Human Resources Department are expected to address or report any suspected discrimination or discriminatory harassment.

The following is the contact information for the MPCA Human Resources Office:

- Human Resources Office
- Minnesota Pollution Control Agency
- 520 Lafayette Road North
- Saint Paul, MN 55155
- 651-757-2587 (voice)
- Kellie.McNamara@state.mn.us (email)
Members also have a right to contact other local, state, and federal government agencies, including:

Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
202-606-7503 (voice); 202 565-2799 (TTY)
202-565-3465 (fax); eo@cns.gov (email)

C. Retaliation

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, Members may bring a complaint to the attention of CNCS.

X. In-kind contributions

The MPCA does not charge a fee for participation in the Minnesota GreenCorps program. Per AmeriCorps regulations, host sites cannot provide financial contributions to the member; supplementing the member stipend or other costs of living (e.g., housing) is prohibited. However, host sites are expected to provide in-kind contributions in the form of supervision (calculation based on hourly wage excluding fringe benefits), operating costs (office space, internet, telephone), and professional development costs associated with hosting a member. The expected contribution for hosting one member is $6,800, broken down into the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated minimum contribution per member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervision (at least 4 hours per week)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Professional development (trainings, conference registration, networking events, or other opportunities)</td>
<td>$300</td>
</tr>
<tr>
<td>Operating costs (office space, internet connection, phone connection, computer purchase or rental, office equipment)</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Host sites will be required to verify all in-kind contributions, including how expenses were calculated. Host site supervisors are required to report their in-kind supervision hours in OnCorps Reports, the online system for Minnesota AmeriCorps programs. In-kind contributions cannot be provided from a federal source of funds, unless permission has been provided from the granting federal agency. Host sites are expected to maintain any source documentation for seven years.

XI. Recital

A. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
B. The State is in need of agreeing upon rules of participation, roles, and responsibilities for Host Sites.
C. The Host Site represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

XII. Survival of terms

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State audits; Government data practices; Governing law, jurisdiction, and venue; and Data disclosure.

A. Indemnification

In the performance of this Contract by Host Site, or Host Site’s agents or employees, the Host Site must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the State, to the extent caused by Host Site’s:

1. Intentional, willful, or negligent acts or omissions.
2. Actions that give rise to strict liability.
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Host Site may have for the State’s failure to fulfill its obligation under this Contract.
B. State audits
Under Minn. Stat. § 16C.05, subd. 5, the Host Site’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

C. Government data practices
Government data practices. The Host Site and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Host Site under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Host Site or the State.

If the Host Site receives a request to release the data referred to in this clause, the Host Site must immediately notify and consult with the State’s Authorized Representative as to how the Host Site should respond to the request. The Host Site’s response to the request shall comply with applicable law.

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

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

XIII. Certification
• This Agreement serves as a binding contract between the Host Site and the MPCA for the 2022-2023 program year. The terms of this Agreement will end on August 15, 2023. The MPCA may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Host Site. Amendments to this Agreement may be made only with the consent of both parties and shall be done in writing.
• If a Member exits the Minnesota GreenCorps Program early either for cause or compelling personal circumstances, or is relocated to a different Host Site, this agreement will automatically end on the last day of the Member’s service at this Host Site.
• Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the event of a re-application process for future year programs.
• Termination for insufficient funding. The State may immediately terminate this Agreement if it does not obtain funding from ServeMinnesota or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered here. Termination must be by written or fax notice to the Host Site. The State is not obligated to pay for any work performed after notice and effective date of termination. However, the Host Site will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds. The State must provide the Host Site notice of the lack of funding within a reasonable time of the State’s receiving that notice.
• By signing this Agreement, I acknowledge that I have read, understand and agree to all terms and conditions of this Agreement.
Host Site
The Host Site certifies that the appropriate persons have executed the Agreement on behalf of the Host Site as required by applicable articles, bylaws, resolutions, or ordinances.

Host Site Authorized Representative
Print name: SHEPARD M. HARRIS Print Name: TIMOHTY J. CRUIKSHANK
Title: MAYOR Title: CITY MANAGER
Signature: _______________________________ Signature: _______________________________
Date: JUNE 7, 2022 Date: JUNE 2, 2022

Minnesota Pollution Control Agency (with delegated authority)
Print name: _______________________________
Title: _______________________________
Signature: _______________________________
Date: _______________________________

Agenda Item
3. F. Authorize Extension of Agreement for Residential Home Energy Squad Visits

Prepared By
Eric Eckman, Environmental Resources Supervisor

Summary
On May 4, 2021, the City Council approved the City’s first comprehensive Energy Action Plan, helping the community set a course toward reducing greenhouse gas emissions and addressing climate change over the next ten years. The plan includes three major focus areas: Reducing Energy Cost Burden, Improving Energy Efficiency, and Supporting Clean and Renewable Energy.

An impactful way to address both energy cost burden and residential energy efficiency is participation in the Residential Home Energy Squad program facilitated by the Center for Energy and Environment (CEE). City Council authorized a partnership agreement with CEE on July 6, 2021.

Home Energy Squad visits promote energy conservation in residential properties offering inspections, energy efficient installs, diagnostic tests, and follow-up services to residents. CEE staff perform the site visits, verify income eligibility, and coordinate billing. The City assists and coordinates with CEE on promoting and marketing activities, and reimburses CEE according to the payment table in the agreement, which includes an equitable fee structure.

Since authorizing the agreement with CEE in July 2021, the number of Home Energy Squad visits has exceeded projections by more than double. As such, the Environmental Commission reviewed the data and recommended that Council extend the term of the agreement another year and increase funding by an additional $5,000 to meet the increased demand.

Financial or Budget Considerations
The City’s portion of the Home Energy Squad visits, up to a maximum of $10,000, would be funded by 7303 Environmental Control during the contract term June 2022-December 2023.

Recommended Actions
Motion to Authorize the Mayor and City Manager to execute a First Amendment to the Agreement with the Center for Energy and Environment to Perform Home Energy Squad Visits in the City of Golden Valley in a form approved by the City Attorney.
Supporting Documents

- First Amendment to Agreement to Perform Home Energy Squad Visits in the City of Golden Valley (2 pages)
- Original Agreement to Perform Home Energy Squad Visits in the City of Golden Valley (3 pages)
FIRST AMENDMENT TO
AGREEMENT TO PERFORM HOME ENERGY SQUAD VISITS
IN THE CITY OF GOLDEN VALLEY

THIS FIRST AMENDMENT TO THE AGREEMENT TO PERFORM HOME ENERGY SQUAD VISITS IN THE CITY OF GOLDEN VALLEY BETWEEN THE CITY OF GOLDEN VALLEY AND CENTER FOR ENERGY AND ENVIRONMENT (“First Amendment”) is made effective as of June 7, 2022 (the “Amendment Effective Date”) by and between the City of Golden Valley (the “City”) and Center for Energy and Environment (“Contractor”).

RECITALS

WHEREAS, the City and Contractor are parties to an Agreement, dated on July 6, 2021 (the “Agreement”); and

WHEREAS, the parties desire to modify the Agreement as provided herein; and

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

WHEREAS, the parties wish to amend the Agreement as set forth below.

AGREEMENT

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

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.

2. Payment. The City of Golden Valley will reimburse Contractor as outlined in payment table on page 1 of Agreement, not to exceed $10,000 per contract term without further authorization from the City.

3. Extension of Term. The term of the License shall be extended, and the License shall continue in effect until December 31, 2023.

4. Ratification. Except as specifically provided in this First Amendment, each and every provision of the License, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

5. Counterparts. This First Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.

6. Miscellaneous. (i) The provisions hereof are binding upon and inure to the benefit of the
parties and their respective successors and assigns; and (ii) this First Amendment and the License constitute the entire understanding between the parties in respect to the subject matter hereof.

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

CENTER FOR ENERGY AND ENVIRONMENT

By: ______________________________

Print Name: _________________________

Title: ______________________________

CITY OF GOLDEN VALLEY
JUNE 7, 2022

By ________________________________
Shepard M. Harris, Mayor

By ________________________________
Timothy J. Cruikshank, City Manager
AGREEMENT to Perform
Home Energy Squad Visits
In the City of Golden Valley

This Agreement is made by and between the City of Golden Valley ("CITY") with offices at 7800 Golden Valley Rd, Golden Valley, Minnesota 55427 and the Center for Energy and Environment ("CEE"), with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401.

The following agreement is for the Center for Energy and Environment (CEE) to deliver Home Energy Squad visits to residents of the City of Golden Valley.

PROGRAM SCOPE
The purpose of the Home Energy Squad visits are to promote energy conservation in residential properties. Energy Saver visits offer energy efficient installs, and Energy Planner visits offer installs, diagnostic tests, and follow-up services. CEE will perform Home Energy Squad Energy Saver and Energy Planner visits for residents per the fee schedule listed below.

<table>
<thead>
<tr>
<th>Type of Home Energy Squad Visit</th>
<th>City payment</th>
<th>Resident co-pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Saver visit</td>
<td>$35</td>
<td>$35</td>
</tr>
<tr>
<td>Energy Planner visit</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Energy Saver visit to low income (60-80% AMI) resident</td>
<td>$70</td>
<td>$0</td>
</tr>
<tr>
<td>Energy Planner visit to low income (60-80% AMI) resident</td>
<td>$100</td>
<td>$0</td>
</tr>
</tbody>
</table>

CEE will collect waiver form from resident at visit verifying that they meet the income guidelines (60-80% Area Median Income) listed below (income limits subject to annual adjustments).

<table>
<thead>
<tr>
<th>Household size</th>
<th>Income limits</th>
<th>Household size</th>
<th>Income limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$55,950</td>
<td>5</td>
<td>$86,300</td>
</tr>
<tr>
<td>2</td>
<td>$63,950</td>
<td>6</td>
<td>$92,700</td>
</tr>
<tr>
<td>3</td>
<td>$71,950</td>
<td>7</td>
<td>$99,100</td>
</tr>
<tr>
<td>4</td>
<td>$79,900</td>
<td>8</td>
<td>$105,500</td>
</tr>
</tbody>
</table>

ELIGIBLE PROPERTIES
Properties must be residential (from 1-4 units) and located within the geographical boundaries of the City of Golden Valley. Individual owners of condominiums or town homes are eligible for funding.

CEE TASKS

1. **Conduct Home Energy Squad Energy Saver Visits.** CEE will conduct Home Energy Squad Energy Saver visits to help homeowners identify and implement energy savings opportunities in their homes. The visit will include an insulation inspection, safety check on heating system and water, and the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable and smart thermostats and LED light bulbs.

2. **Conduct Home Energy Squad Energy Planner Visits.** CEE will conduct Home Energy Squad Energy Planner visits to help homeowners identify and implement energy savings opportunities in their homes. The Energy Planner visit will include the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable and smart thermostats and LED light bulbs. In addition, it will include a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).
The co-pay and exact package of services are subject to change based on programmatic considerations, including CEE’s agreement with utilities and other factors which are outside the bounds of this agreement. CEE will provide the City of Golden Valley 30 days’ written notice prior to any changes taking effect. CEE will lead a community-based marketing campaign to promote the program. The City of Golden Valley shall provide assistance in developing and implementing this campaign.

3. **Providing Air Sealing and Insulation quotes.** If air sealing and/or insulation are recommended at a Home Energy Squad Energy Planner visit, CEE may provide a quote to the resident that would be honored by participating insulation contractors. CEE is an independent third party to any transaction between the resident and the insulation contractor. CEE does not receive any compensation from insulation contractors, nor does CEE, CenterPoint Energy or Xcel Energy accept any liability for any work performed by these contractors. Any agreement for work done by the contractors is solely between the contractor and the resident.

4. **Follow-up services and insulation contractor assistance.** If major upgrades (air sealing, insulation and furnace or boiler replacement) are recommended at the visit, CEE will follow-up with homeowners through email or by phone to encourage implementation. When a quote is provided CEE has the ability to schedule insulation work directly with a qualified contractor making it easier for homeowner to move forward with recommendations. CEE will also provide contact information to program participants who have follow-up questions after the home visit.

**CITY TASKS**

1. **Assist and coordinate with CEE on marketing activities.** This includes working with CEE on press releases, articles in CITY newsletters, water bill inserts, promoting program on CITY website, CITY email lists, assistance in coordinating with neighborhood and other CITY leaders, assistance in reserving workshop and event space as needed.

**PAYMENT**

CEE shall submit regular invoices to the City of Golden Valley for activity performed under this agreement by emailing invoices to finance@goldenvalleymn.gov for payment.

The City of Golden Valley will reimburse CEE as outlined in payment table on page 1, not to exceed $5,000 per contract term without further authorization from the City.

**RECORDS/INSPECTION**

Pursuant to Minnesota Statutes § 16C.05, subd. 5, CEE agrees that the books, records, documents, and accounting procedures and practices of CEE, 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. CEE 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.

**DATA PRACTICES ACT COMPLIANCE**

Any and all data provided to CEE, received from CEE, created, collected, received, stored, used, maintained, or disseminated by CEE 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. CEE 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 CEE 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.

**NO DISCRIMINATION**

CEE agrees not to discriminate in its performance 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. CEE 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. CEE 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 CEE or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, CEE shall provide accommodation to allow individuals with disabilities to participate in all programs under this Agreement. CEE agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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.

CONTACTS
The following individuals shall be contacts for this program:

CITY OF GOLDEN VALLEY CONTACT PERSON
Eric Eckman, City of Golden Valley
Environmental Resources Supervisor
eeckman@goldenvalleymn.gov or 763-593-8084

CEE CONTACT PERSON
Stacy Boots Camp, Center for Energy and Environment
Assistant Outreach Manager
sbootscamp@mncee.org or 612-244-2429

TERM
The project shall run from July 6, 2021 through December 31, 2022 and may be extended upon mutual agreement by the parties.

In witness thereof, the parties have executed this work order as of the date written below.

CITY OF GOLDEN VALLEY

By: ____________________________
    SHEPARD M. HARRIS, MAYOR

Date: JULY 6, 2021

CENTER FOR ENERGY AND ENVIRONMENT

By: ____________________________
    Bryan Ellis

Date: 7/8/2021

TAX ID 41-1647799
EXECUTIVE SUMMARY
Physical Development
763-593-8030 / 763-593-8109 (fax)

Golden Valley City Council Meeting
June 7, 2022

Agenda Item
4. A. Adopt Resolution No. 22-056 to accept the Municipal Separate Storm Sewer System General Permit, Storm Water Pollution Prevention Program, 2021 Annual Report to the Minnesota Pollution Control Agency

Prepared By
Eric Eckman, Environmental Resources Supervisor
Drew Chirpich, Environmental Specialist

Summary
As authorized by the Clean Water Act of 1972 and its amendments, the U.S. Environmental Protection Agency (EPA) oversees the National Pollutant Discharge Elimination System (NPDES) permit program which regulates point and non-point sources of pollution into our nation’s waterways. Point sources include pipes and ditches and non-point sources include overland precipitation runoff. The Minnesota Pollution Control Agency (MPCA) manages the permit program for EPA in Minnesota.

Cities like Golden Valley, which operate their own storm sewer systems, are required to obtain a Municipal Separate Storm Sewer System (MS4) General Permit from the MPCA. The permit allows Golden Valley to discharge stormwater into public receiving waters. It also requires that the City develop and implement a Storm Water Pollution Prevention Program (SWPPP) to reduce the contamination of stormwater runoff and prohibit illicit discharges.

Golden Valley’s SWPPP addresses the six minimum control measures outlined in the MS4 permit requirements:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge, Detection, and Elimination
4. Construction Site Runoff Control
5. Post Construction Runoff Control
6. Pollution Prevention and Good Housekeeping
The holding of an annual public hearing and preparation of an annual report are requirements of the MS4 permit. The City must create a record of the public comments received, either written or oral. The public input must be considered, and a record of decision must be added to the annual report to MPCA.

Financial Or Budget Considerations
None

Recommended Action
Motion to adopt Resolution No. 22-056 Issuing a Negative Declaration of Need for Revisions to the Storm Water Pollution Prevention Program.

Supporting Documents
- Resolution No. 22-056 Issuing a Negative Declaration of Need for Revisions to the Storm Water Pollution Prevention Program (1 page)
- Presentation of 2021 Annual Report (30 pages)
RESOLUTION NO. 22-056

RESOLUTION ISSUING A NEGATIVE DECLARATION OF NEED FOR REVISIONS TO THE STORM WATER POLLUTION PREVENTION PROGRAM

WHEREAS, the City prepared and submitted to the Minnesota Pollution Control Agency (MPCA) its permit application for operation of the City’s Municipal Separate Storm Sewer System (MS4) on April 16th, 2021; and

WHEREAS, the City was reissued coverage by MPCA for its current MS4 permit on October 12th, 2021; and

WHEREAS, the permit requires that the City develop and implement a plan for regulating and improving stormwater discharge, commonly referred to as the Storm Water Pollution Prevention Program (SWPPP); and

WHEREAS, staff has been working to meet the objectives set forth in the SWPPP and is required to report to the MPCA on the status of the plan’s implementation on an annual basis; and

WHEREAS, the City has placed notification of a public hearing in the City’s official newspaper and has held a public hearing to report on progress made in implementation of the SWPPP and to take public testimony; and

WHEREAS, comments made during the public hearing will be incorporated into the City Council record.

NOW, THEREFORE, BE IT RESOLVED, the City of Golden Valley has determined that no revisions to the Storm Water Pollution Prevention Program are required, and staff is hereby directed to file the annual report with the Minnesota Pollution Control Agency.

Adopted by the City Council of Golden Valley, Minnesota on this 7th day of June 2022

___________________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
STORM WATER POLLUTION PREVENTION PROGRAM

2021 Report
TONIGHT’S PLAN

- Present 2021 Report on City’s Stormwater Program
- Public Hearing
SIGNIFICANCE OF PROGRAM

- Clean Water Act Passed in 1972
- Meant to Address Point & Non-Point Source Pollution
- Regulatory Program (Federal Permits, NPDES)
- Permits: 3-Components
  - Industrial
  - Construction Site
  - Municipal (Storm Sewer Operators)
- Compiling Impaired Waters List
MUNICIPAL GENERAL PERMIT

- Permit from MPCA (since 2003)
  - Operate Storm Sewer System
  - Discharge Stormwater into natural receiving waters (lakes, streams, wetlands)
  - 5-year cycle (2015-2019) extended until 2021 then renewed under new permit cycle in October 2021
  - Coverage until 2025

- Permit requirements
  - Reduce contamination from runoff, prohibit illicit discharges (anything other than stormwater)
  - Annual Public Hearing
  - Annual Reporting to MPCA
MINIMUM CONTROL MEASURES

1. Public Education & Outreach
2. Public Participation/Involvement
3. Illicit Discharge Detection & Elimination
4. Construction Site Runoff Control
5. Post-Construction Storm Water Management
6. Pollution Prevention/Good Housekeeping
City manages:

- 3,500 inlet drains
- 125 ponds & basins
- 200 outfalls
- 9 miles of streams
- 85 miles of pipes
INSPECT/CLEAN ALL STRUCTURAL DEVICES / YR

- 346 sump structures
- 12 environmental MHs
- 3 skimmers/baffles
- 1 underground vault
CONSTRUCTION SITE INSPECTIONS

- Average 70 new permits/yr
- ~160 active sites
- 1,000+ inspections/yr
- Correction Notices, Stop Work Orders
DEVELOPMENT: PERMANENT STORMWATER TREATMENT FACILITIES

- Rain Garden
- Underground Vault
- Stormwater Pond
- Enviro MH
OVERSEE 86 MAINTENANCE AGREEMENTS
POLLUTION PREVENTION/GOOD HOUSEKEEPING

- Park/Golf Maintenance Staff Training, Certifications
- Vehicle Maintenance Staff Training
- Erosion and Stormwater Management Certification
- Automobile Maintenance Program
- Street Sweeping – spring, fall, summer storm
- Storm Drain System Cleaning
- Hazardous Materials Management
- Road Salt Storage and Handling, Winter maintenance certifications
- Used Oil Recycling

- Develop a Spill Response Plan
- Inspect/Clean Annually All Structural Pollution Controls
- Inspect Annually 20% of Outfalls, Basins, and Ponds
- Exposed Stockpile, Storage, and Material Handling Areas
- Determine Need for Repair of Outfalls, Basins, and Ponds
- Inspection Annual Report
- Establish Record Keeping System to Track Activities

- Annual stormwater training for all field staff
RECENT MS4-RELATED CAPITAL PROJECTS

- DeCola Ponds B and C Expansion; 2019-20
- Public Dredging of Ponds near Kings Valley; 2019
- Georgia Pond Dredging; 2020
- Upcoming: Medley Park Flood reduction project; ~fall 2022; SEA School Wildwood Park fall 2022
# PROGRAM EFFECTIVENESS

- MPCA audit in 2017 – good report!

## MS4 program area - MCM* 1 public education and outreach (Part III.D.1.)

<table>
<thead>
<tr>
<th></th>
<th>C = Compliant</th>
<th>N = Noncompliant</th>
<th>NI = Not Inspected</th>
<th>NA = Not Applicable</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Distributed educational materials or conducted equivalent outreach activities on stormwater-related issue(s) of high priority.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>2.</td>
<td>Distributed materials or conducted equivalent outreach activities on illicit discharge recognition and reporting.</td>
<td>□</td>
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<td>3.</td>
<td>Implementation plan that consists of the following:</td>
<td></td>
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<tr>
<td>a.</td>
<td>Target audience(s), including measurable goals for each audience.</td>
<td>□</td>
<td>□</td>
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<tr>
<td>b.</td>
<td>Responsible person(s) in charge of overall plan implementation.</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>c.</td>
<td>Specific activities and schedules to reach measurable goals for each target audience.</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>d.</td>
<td>A description of any coordination with and/or use of other stormwater education and outreach programs being conducted by other entities, if applicable.</td>
<td>□</td>
<td>□</td>
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<tr>
<td>e.</td>
<td>Annual evaluation to measure the extent to which measurable goals for each target audience are attained.</td>
<td>□</td>
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<td>4.</td>
<td>Documentation of the following information:</td>
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<tr>
<td>b.</td>
<td>An implementation plan.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>c.</td>
<td>Any modifications made to the program as a result of the annual evaluation.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>d.</td>
<td>Activities held, including dates, to reach measurable goals.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>e.</td>
<td>Quantities and descriptions of educational materials distributed, including dates distributed.</td>
<td>□</td>
<td>□</td>
<td>□</td>
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</tbody>
</table>

*MCM = Minimum Control Measure

**Comments:**
Great job on your public education and outreach materials and coordination. You are doing a great job in integrating stormwater into other parts of your City!
PUBLIC PARTICIPATION/INVOLVEMENT

- Volunteer Storm Drain Stenciling Program
- Adopt a Storm Drain Program
- Adopt a Pond Program
- BCWMC public meetings, events
- Environmental Commission meetings
- Conduct Annual Public Meeting
  - Public Notice Requirements
  - Consider Public Input Regarding Program
MS4 Permit application was submitted to the MPCA for reauthorization in April of 2021. Received coverage under new permit in October 2021.

Changes under the new Permit require municipalities to increase documentation of salt use, documenting areas and sources of bacteria with reduction plan, updating SWPPP procedures, additional documentation for most activities.

Items need to be completed within one year of MS4 Permit submittal. ~ October 2022

PROGRAM WILL CONTINUE TO EVOLVE

Comprehensive Plan Helps Guide Program

Key Points

- Continuous water quality improvements to local water bodies and groundwater as well as preservation of wetlands and natural areas are essential.
- There are a multitude of ways to improve the quality and reduce the volume of stormwater runoff, including the addition of native plants and rain gardens, reducing the use of chemicals, and limiting impervious surface.
- It is time to make significant investments in aging sanitary sewer, water, and stormwater infrastructure to maintain the integrity and function of the water resources system.
- Golden Valley still experiences flooding, and the City must continue to address flood risk in a variety of ways.
- Protecting the drinking water supply from pollutants, ensuring access to an adequate supply of drinking water, and decreasing water consumption are vital to Golden Valley’s health and prosperity.
- It is important to involve and educate the public about issues related to water resources, particularly stormwater management.
CONCLUSION

- 2021 Report on City’s Stormwater Program
  - Questions?
- Public Hearing
  - Receive comments for annual report
BCWMC SEEKING INPUT ON 10 YR PLAN

- Bassett Creek Watershed Management Commission is seeking input from partner Cities prior to developing their 10 year Watershed Management Plan.

- City Staff will be working with the Environmental Commission and Golden Valley’s two Watershed Commissioners Stacy Harwell and Jane McDonald Black on incorporating input form the City.
1. PUBLIC EDUCATION & OUTREACH

- Develop a Storm Water Communications Plan
  - Yard waste/nutrients, winter salt, illicit discharge
- Water Resource Educational Materials
- Website
- City Newsletter
- New Resident Packets
- Local Cable TV Scroll
- Educational signs
EXAMPLES – BROCHURES, WEBSITE, AND NEWSLETTERS

Golden Valley Works To Reduce Unwanted Bacteria From Waterways

Golden Valley Gets Proactive

In the next several years, local waterways are going to get healthier and cleaner. Good news, when you consider the number of Minnesotans who rely on the Mississippi River for recreational activities and drinking water.

The City of Golden Valley is working to reduce unwanted bacteria from its streams and ponds, an issue highlighted by the Minnesota Pollution Control Agency (MPCA) when it listed both the Mississippi River and its tributary, Bassett Creek, as waters impaired by bacteria.

Impaired Waters

Impaired waters are streams, rivers, and lakes that do not meet water quality standards for their designated use as determined by the MPCA and the Federal Clean Water Act. Almost 40 percent of Minnesota lakes and rivers, including several reaches of the Mississippi River from St. Cloud to St. Paul, have been labeled impaired.

Water use is labeled impaired for several reasons, explains Eric Eekman, Golden Valley’s public works specialist. While Bassett Creek is impaired for bacteria and chloride, three area lakes—Sweney Lake, With Lake, and Medicine Lake—are impaired because of excess nutrients (phosphorus), which come from organic material and sediment.

“This is more than just a Golden Valley problem, but Golden Valley will have to be part of the solution,” says Eekman. “And we have a long list of things we are already doing.”

Addressing The Problem At The Source

Harmful bacteria, such as E. Coli, can build up in waterways from several sources, including humans and water-blooding animals, failing septic and sanitary sewer systems, and pet waste and fertilizer runoff, among other pollutants. This makes the water hazardous to health and more difficult to naturally

The MPCA has initiated a Total Maximum Daily Load (TMDL) study to determine the sources and reductions of pollutants before requiring area cities to take specific action, which probably won’t be until 2014, Eekman adds.

In the meantime, the City of Golden Valley wants to get ahead of the problem by taking the following steps to reduce waterway bacteria:

- Continue to implement sanitary sewer and influent treatment standards and find and fix septic leaks.
- Clean out septic tanks and ponds that harbor bacteria.
- Reduce impervious surfaces that lead into waterways and establish vegetative buffers along the banks of ponds and the creek.
- Manage vegetation around shallow basins and ponds to allow UV light penetration.
- Sweep streets of dirt, litter, and organic debris, which contain nitrogen for bacterial growth.
- Educate residents on and reinforce the pet waste ordinance.

Over the coming years, the MPCA and Minnesota Department of Health will partner to lead this project in close coordination with area land and watershed management organizations, civic, and community groups, to improve and protect the water quality of the Upper Mississippi River.

Visit CityNews and the City website for updates on the project. For further information on what’s happening right now, contact Public Works at 763-391-4031.

Shoreline Landscaping

Lake shores and other waterfront areas are some of the most biologically diverse communities in the Midwest. Although waterfront lots have specific legal boundaries, a lake, pond, river, or stream benefits or suffers from the cumulative actions of all property owners near the water.

This gives waterfront landowners special responsibilities in the community. How they manage their waterfront property has a significant impact on the water’s ecosystem and, in fact, the ecosystem of a large surrounding area.

The Importance of Buffer Zones

One of the best ways to promote good health in and around a body of water is to create a buffer zone. A buffer zone is a strip of natural vegetation between your lawn and the water. Ideally, it requires at least 50 percent (75 percent is even better) of the property along the shoreline. It extends from 20 to 100 or more feet onto the land and 25 to 50 feet into the water, and consists of vegetation that is native to the area. The benefits of creating a buffer zone are immense. A good buffer zone:

- creates a natural filter to prevent lawn fertilizer and pesticides from running off into the land and into the water
- helps purify the water by removing contaminants and encouraging soil particles to settle to the bottom
- stabilizes sediments and shorelines and increases water clarity
- reduces storage of lawn and, therefore, the amount of time needed for mowing and maintaining
- reduces the amount of fertilizers and herbicides required (certain plants do not require fertilizers or herbicides)
- deters gese from littering on the lawn and shoreline, eliminating goose dung
- discourages muskrats burrowing under the lawn area (if properly owner does not mow within 25 feet of the water’s edge) because their burrows can extend far enough into the bank to ruin the lawn
- absorbs the energy of waves that may erode the soil
- preserves natural appearance of shoreline
EXAMPLES – EDUCATIONAL SIGNAGE
ADOPT-A-POND PROGRAM
3. ILLICIT DISCHARGE DETECTION & ELIMINATION

- What is it?
- Storm Sewer System Map
- Bassett Creek Inventory
- Program to Detect and Address Illicit Connections, Discharge, and Illegal Dumping
- Inform Public of Hazards Associated with Illicit Discharges
- Web page for reporting
- Respond to and investigate all reports
EXAMPLES – ILLICIT STORAGE & DUMPING
4. CONSTRUCTION SITE RUNOFF CONTROL

- Review, update, and enforce Stormwater Management Ordinance
- Permit Application and handouts
- Perform Site Plan reviews
- Perform Site Inspections and Enforcement
  - U of MN certified inspectors
- Receive and respond to citizen complaints
5. POST-CONSTRUCTION STORMWATER MANAGEMENT IN DEVELOPMENTS

- City and Watershed Requirements for Development Proposals
  - Minimal Impact Design Standards – must retain 1.1 inches of runoff onsite
  - Cannot increase rate of runoff
  - Infiltration, filtration, reuse, ponds, devices

- BCWMC reviewed 9 plans in 2017

- Maintenance Agreements for permanent stormwater treatment facilities
EXAMPLES - POLLUTION PREVENTION

- Sweep streets in spring and fall
- Summer after large storm events
- Target high priority areas
EXAMPLES - POLLUTION PREVENTION

- Utilize new and emerging technologies and strategies to balance public safety with environmental concerns.
EXAMPLES - POLLUTION PREVENTION

- Pond Maintenance
Golden Valley City Council Meeting  
June 7, 2022

Agenda Item  
4. B. Outdoor Service Area Permit (OSA-1) to Allow for Outdoor Dining at 7345 Country Club Drive, Resolution No. 22-057

Prepared By  
Jason Zimmerman, Planning Manager

Summary  
Paul Jacob is requesting an outdoor service area (OSA) permit to allow for outdoor dining at 7345 Country Club Drive, the location of Schuller’s Tavern. Due to the zoning district in which the restaurant is located, an outdoor patio would not be allowed as a permitted use due to limitations associated with expanding nonconformities. The issuance of an OSA permit would allow this activity to take place on a temporary basis and with regular opportunities to review and extend or to terminate the permit.

At its meeting on May 9, the Planning Commission voted (7-0) to recommend approval of the permit.

Background  
The property at 7345 Country Club Drive is zoned Single-Family Residential (R-1), but contains a commercial use making it nonconforming. State statute, as well as City Code, do not allow for the expansion of a nonconforming use, making the desire to install an outdoor patio for dining infeasible.

In response to a denial by the City Council of a request to rezone the property to Commercial in recent years, the applicant asked the City to explore other tools which could allow him to install a patio. At a Council Work Session late in 2021, staff discussed with the City Council the idea of allowing outdoor dining and/or retail at locations throughout the city on a temporary basis with a newly created outdoor service area permit. The Council supported the idea and staff subsequently worked with the Planning Commission to draft zoning text that outlined the requirements for reviewing and obtaining such a permit. The City Council approved this language in March of 2022.

Proposed Use  
The applicant proposes to install landscaping, pavers, and other site features to the lawn immediately west of the existing building in order to create a space in which outdoor dining could take place. Many of the elements on the submitted plan would be permitted by-right in a single-family residential zoning district, while others would need to be allowed as part of the approved permit. In order to remain consistent with the temporary nature of the permit, the additional site features would need to be able to be removed should the permit not be renewed at a future date. Staff have worked with the City’s...
Building Official as well as Engineering and Public Works staff to review the plans and provide feedback.

Details of the proposal, as well as a more in-depth zoning analysis, are documented in the attached staff memo to the Planning Commission.

**Discussion at Planning Commission**

Following the public hearing held before the Planning Commission on May 9, the Commissioners revised two of the conditions recommended by staff. First, they removed the prohibition on amplifiers or outdoor speakers being used in association with the patio or any live music performance. Second, they relaxed the condition that required the proposed fence be built in a manner that allowed for the height to be easily reduced should the permit be terminated in the future. For both items, Commissioners felt it was up to the applicant to best determine how to manage the noise levels as well as design a fence that could be reduced in height to fit the standard maximum in an R-1 zoning district.

Four members of the public spoke during the meeting. One, who lives just down the street, raised potential concerns regarding increases in noise and traffic and impacts to those in the neighborhood using wheelchairs. Three others who do not live in the area, but frequent Schuller’s, expressed support for the proposal.

**Evaluation**

The findings and recommendations for an OSA permit are based upon any or all of the following factors (which need not be weighed equally):

<table>
<thead>
<tr>
<th>Factor</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Consistency with the Comprehensive Plan</strong></td>
<td><strong>Standard met.</strong> The proposed use is consistent with objectives in the Land Use Chapter of the 2040 Comp Plan, which include “Providing contemporary and flexible regulations that allow for new concepts in retail and service” and “Supporting non-residential growth opportunities while respecting adjacent properties.”</td>
</tr>
<tr>
<td><strong>2. Effect upon Property Values</strong></td>
<td><strong>Standard met.</strong> The proposed use is not anticipated to affect property values in a substantial way. If anything, the site amenities, including landscaping, would improve the appearance of the property and help create value in the area.</td>
</tr>
<tr>
<td><strong>3. Effect on Traffic Flow and Congestion</strong></td>
<td><strong>Standard conditionally met.</strong> Traffic flows are expected to be typical for a commercial (restaurant) use, with minimal increases anticipated. A majority of the trips would</td>
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<thead>
<tr>
<th>Factor</th>
<th>Finding</th>
</tr>
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<tbody>
<tr>
<td>3. Factor</td>
<td>Finding</td>
</tr>
<tr>
<td>Finding utilize Country Club Drive which would not impact adjacent single-family properties. The site is well-positioned to be accessed via bicycle and on foot. Staff recommends incorporating a bike rack into the site plan.</td>
<td></td>
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<tr>
<td>4. Increase in Noise Levels</td>
<td><strong>Standard conditionally met.</strong> The proposed use is not anticipated to generate excessive noise. A berm with landscaping and a fence with extended height is intended to buffer adjacent single-family homes from any loud noises associated with the patio.</td>
</tr>
<tr>
<td>5. Generation of Odors, Dust, Smoke, Gas, or Vibration</td>
<td><strong>Standard met.</strong> The proposed use is not anticipated to generate excessive odors, dust, smoke, gas, or vibrations.</td>
</tr>
<tr>
<td>6. Any Increase in Pests or Vermin</td>
<td><strong>Standard met.</strong> The proposed use is not anticipated to attract pests.</td>
</tr>
<tr>
<td>7. Visual Appearance</td>
<td><strong>Standard met.</strong> The proposed improvements to what is otherwise an open lawn would enhance the appearance of the site.</td>
</tr>
<tr>
<td>8. Other Effects upon the General Public Health, Safety, and Welfare</td>
<td><strong>Standard conditionally met.</strong> In order to help address additional stormwater runoff that would be generated by the new paved patio, staff recommends the inclusion of a rain garden on the west lawn. In addition, to avoid issues related to snow storage along the public sidewalk, the design of the planting bed must be coordinated with City staff.</td>
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The plans for the proposed patio have been reviewed by the City’s Building Official, as well as Engineering and Public Works staff. While supportive of the outdoor dining use, specific conditions related to stormwater management and snow storage have been recommended below. The installation of the patio will trigger the need for application to the Metropolitan Council for new Sewer Availability Charge units, which will also be used to calculate City Sewer Access Charges (SAC) and Water Access Charges (WAC).

Staff recommends approval of Outdoor Service Area Permit (OSA-1), subject to the following conditions: 1. The initial term for the outdoor service area permit shall be for one year from issuance, at which time application must be made for an extension or else the use shall be discontinued.
2. A bicycle rack able to accommodate at least eight bicycles shall be installed and made available to the public.
3. A fence six feet in height may be constructed on the proposed berm for the duration of the outdoor service area permit. The fence shall be modified and removed or reduced in height to four feet if the permit is terminated or not renewed.
4. Use of the patio must conclude by 10 pm, at which time all patio lighting must be extinguished.
5. The applicant shall work with City staff to design a rain garden on-site to address stormwater runoff, and shall proceed with installation if feasible.
6. The applicant shall coordinate the landscaping plan for the north planting bed with City staff to address any concerns regarding snow storage.

Financial Or Budget Considerations
None

Recommended Action
Motion adopt Resolution No. 22-057, Authorizing an Outdoor Service Area Permit to Allow Outdoor Dining at Schuller’s Tavern.

Supporting Documents
- Memo to the Planning Commission dated May 9, 2022 (6 pages)
- Planning Commission minutes from May 9, 2022 (7 pages)
- Applicant Narrative (1 page)
- Landscape plan dated April 15, 2020 (1 page)
- Resolution No. 22-057, Authorizing an Outdoor Service Area Permit to Allow Outdoor Dining at Schuller’s Tavern (1 page)
Date: May 9, 2022
To: Golden Valley Planning Commission
From: Jason Zimmerman, Planning Manager
Subject: Informal Public Hearing – Outdoor Service Area Permit (OSA-1) to Allow for Outdoor Dining at 7345 Country Club Drive

Property address: 734 Country Club Drive
Applicant: Paul Jacob
Zoning District: Single-Family Residential (R-1)
Current use: Restaurant
Adjacent uses: Golden Valley Country Club (north); single-family homes (east, south); multifamily residential, office: (west)

Property owner: Ramez Ventures, LLC
Lot size: 1.52 acres
Future land use: Single-Family Residential
Proposed outdoor use: Dining

2020 aerial photo (Hennepin County)
Summary
Paul Jacob is requesting an outdoor service area (OSA) permit to allow for outdoor dining at 7345 Country Club Drive, the location of Schuller’s Tavern. Due to the zoning district in which the restaurant is located, an outdoor patio would not be allowed as a permitted use due to limitations associated with expanding nonconformities. The issuance of an OSA permit would allow this activity to take place on a temporary basis and with regular opportunities to review and extend or terminate the permit.

Existing Conditions/Background
Schuller’s Tavern is located south of the Golden Valley Country Club at the intersection of Country Club Drive and Glenwood Avenue. The property is just over 1.5 acres and consists of the restaurant, a large parking lot, and a grassy lawn just to the west of the building. It is surrounded by single-family homes to the east and south, as well as a multifamily building providing senior care to the west and other office uses to the northwest. The property is zoned Single-Family Residential (R-1), but contains a commercial use making it nonconforming. State statute, as well as City Code, do not allow for the expansion of a nonconforming use, making the desire to install an outdoor patio for dining infeasible.

In response to a denial by the City Council of a request to rezone the property to Commercial in recent years, Mr. Jacobs asked the City to explore other tools which could allow him to install a patio. At a Council Work Session late in 2021, staff discussed with the City Council the idea of allowing outdoor dining and/or retail at locations throughout the city on a temporary basis with a newly created outdoor service area permit. The Council supported the idea and staff subsequently worked with the Planning Commission to draft zoning text that outlined the requirements for reviewing and obtaining such a permit. The City Council approved this language in March of 2022.

Proposed Use
The applicant proposes to install landscaping, pavers, and other site features to the lawn immediately west of the existing building in order to create a space in which outdoor dining could take place. Many of the elements on the submitted plan would be permitted by-right in a single-family residential zoning district, while others would need to be allowed as part of the approved permit. In order to remain consistent with the temporary nature of the permit, the additional site features would need to be able to be removed should the permit not be renewed at a future date. Staff have worked with the City’s Building Official as well as Engineering and Public Works staff to review the plans and provide feedback.

As shown, the patio – constructed with pavers – would be roughly 1,200 square feet and would need to incorporate a raised area, to make the patio accessible when exiting the building, and a lower area for seating. It is estimated the patio would have a capacity of approximately 50 people. A berm would be added to the south and planted with trees and other vegetation in order to help shield the nearby single-family properties from visual impacts as well as noise. A four-foot fence is proposed to be installed to provide an additional buffer. Due to the location in a front yard, the fence would be limited to four feet by code. As a condition of approval, the OSA
permit could allow additional height – the applicant is requesting a total height of six feet. Per staff’s direction, any portion above four feet would need to be able to be removed should the permit be terminated in the future.

Access to the patio would also be provided from the sidewalk along the north side of the property, facing the golf course. An ADA compliant ramp is being proposed as a primary entrance/exit with a secondary exit shown as required by code. The applicant proposes to install a pergola over a portion of the patio, which would contain tables and chairs. A fire pit is also being considered as a potential amenity. Finally, a small detached server station would be constructed near the building entrance which could also be easily removed.

Patio hours would end at 10 pm, at which time any outdoor lighting would also be extinguished. The applicant is requesting the option to allow live music to be performed. While the permit is being requested for a full year, it is unlikely the patio would be utilized in the winter (though early spring and late fall use could be extended through the use of portable heaters).

**Zoning Analysis**
In reviewing the proposed patio, staff examined both the elements that would normally be allowed in a single-family zoning district, as well as any additional features that would be called out specifically under the OSA permit.

**Patio**
Under the usual regulations of the R-1 zoning district, up to 50 percent of a lot may covered with impervious surfaces when. Currently, the Schuller’s lot contains a large paved surface parking lot which appear to put it over this amount (and creating a nonconformity with respect to this regulation). While the pavers associated with the patio would technically be temporary in nature, staff acknowledges that they could remain in place for a lengthy period of time. To address this, staff will recommend that as part of the grading proposed to create a berm, a rain garden be added to help contain and address stormwater runoff.

**Fencing**
Fences in front yards of single-family properties may be constructed up to four feet in height. The applicant proposes have the portion of the fencing that would buffer the patio use from the adjacent single-family neighborhood be extended to six feet in height. Staff will require that this additional fence height be constructed through an extension that could be removed should the permit be terminated or not renewed at some point in the future.

**Pergola**
As a garden structure, as defined in the zoning code, the proposed pergola would be allowed by-right if it were no taller than 10 feet and set back at least five feet from any property line. No additional conditions would need to be created around this site feature.
Landscaping
Other landscaping – including perennials, shrubs, and trees – would be allowed by-right. The only area of attention is the proposed planting bed adjacent to the sidewalk along the north property line. Public Works staff has some concerns regarding potential damage to perennials or grasses from winter snow storage. Staff will require that the applicant or landscaper work with the City to design a planting plan that is satisfactory to all parties.

Evaluation
The findings and recommendations for an OSA permit are based upon any or all of the following factors (which need not be weighed equally):

<table>
<thead>
<tr>
<th>Factor</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Consistency with the Comprehensive Plan</td>
<td><strong>Standard met.</strong> The proposed use is consistent with objectives in the Land Use Chapter of the 2040 Comp Plan, which include “Providing contemporary and flexible regulations that allow for new concepts in retail and service” and “Supporting non-residential growth opportunities while respecting adjacent properties.”</td>
</tr>
<tr>
<td>2. Effect upon Property Values</td>
<td><strong>Standard met.</strong> The proposed use is not anticipated to affect property values in a substantial way. If anything, the site amenities, including landscaping, would improve the appearance of the property and help create value in the area.</td>
</tr>
<tr>
<td>3. Effect on Traffic Flow and Congestion</td>
<td><strong>Standard conditionally met.</strong> Traffic flows are expected to be typical for a commercial (restaurant) use, with minimal increases anticipated. A majority of the trips would utilize Country Club Drive which would not impact adjacent single-family properties. The site is well-positioned to be accessed via bicycle and on foot. Staff recommends incorporating a bike rack into the site plan.</td>
</tr>
<tr>
<td>4. Increase in Noise Levels</td>
<td><strong>Standard conditionally met.</strong> The proposed use is not anticipated to generate excessive noise. A berm with landscaping and a fence with extended height is intended to buffer adjacent single-family homes from any noises associated with the patio. Staff will require</td>
</tr>
<tr>
<td>Factor</td>
<td>Finding</td>
</tr>
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<td>----------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>that the additional fence height be constructed in a way that make it removable, and that no amplifier be used in associated with any live music performed on the patio.</td>
<td>5. Generation of Odors, Dust, Smoke, Gas, or Vibration <strong>Standard met.</strong> The proposed use is not anticipated to generate excessive odors, dust, smoke, gas, or vibrations.</td>
</tr>
<tr>
<td>Standard met. The proposed use is not anticipated to attract pests.</td>
<td>6. Any Increase in Pests or Vermin</td>
</tr>
<tr>
<td>Standard met. The proposed improvements to what is otherwise an open lawn would enhance the appearance of the site.</td>
<td>7. Visual Appearance</td>
</tr>
<tr>
<td>Standard conditionally met. In order to help address additional stormwater runoff that would be generated by the new paved patio, staff recommends the inclusion of a rain garden on the west lawn. In addition, to avoid issues related to snow storage along the public sidewalk, the design of the planting bed must be coordinated with City staff.</td>
<td>8. Other Effects upon the General Public Health, Safety, and Welfare</td>
</tr>
</tbody>
</table>

The plans for the proposed patio have been reviewed by the City’s Building Official, as well as Engineering and Public Works staff. While supportive of the outdoor dining use, specific conditions related to stormwater management and snow storage have been recommended below. The installation of the patio will trigger the need for application to the Metropolitan Council for new Sewer Availability Charge units, which will also be used to calculate City Sewer Access Charges (SAC) and Water Access Charges (WAC).

**Recommended Action**
Based on the findings above, staff recommends approval of Outdoor Service Area Permit 1, allowing for outdoor dining at 7345 Country Club Drive, subject to the following conditions:

1. The initial term for the outdoor service area permit shall be for one year from issuance, at which time application must be made for an extension or else the use shall be discontinued.
2. A bicycle rack able to accommodate at least eight bicycles shall be installed and made available to the public.
3. In exchange for a fence height of two feet over the allowed four feet within a portion of the front yard, the applicant must construct the fence in a manner which allows the additional section to be removed if the outdoor service area permit is terminated or not renewed.

4. No amplifier or outdoor speaker system may be used in association with the patio or any live music performance.

5. Use of the patio must conclude by 10 pm, at which time all patio lighting must be extinguished.

6. The applicant shall work with City staff to design a rain garden on-site to address stormwater runoff, and shall proceed with installation if feasible.

7. The applicant shall coordinate the landscaping plan for the north planting bed with City staff to address any concerns regarding snow storage.

**Attachments**

Applicant Narrative (1 page)
Landscape plan dated April 15, 2020 (1 page)
REGULAR MEETING MINUTES

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

1. Call to Order
   The meeting was called to order at 6:30 pm by Chair Pockl.

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

2. Approval of Agenda
   Chair Pockl asked for a motion to approve the agenda.
   MOTION made by Commissioner Brookins, seconded by Commissioner Johnson, to approve the agenda of May 9, 2022.
   Motion carried.

3. Approval of Minutes
   Commissioner Brookins noted comments on the survey and there was a comment on adding a density question and would like to have that added to the minutes.
   Chair Pockl asked for a motion to approve the minutes from April 25, 2022, pending edits.
   MOTION made by Commissioner Brookins, seconded by Commissioner Segelbaum to approve.
   Motion carried with Commissioner Brenna abstaining.

4. Informal Public Hearing – Preliminary Plan for Minor Subdivision of 7324 Harold Avenue South
   Applicant: CityLine Homes

   Myles Campbell, Planner, started the presentation by stating this subdivision would include demolishing the home that lays across two lots and the two lots would maintain their current R-2 Zoning. He reminded the group the subdivision request originally appeared before the Planning Commission in December 2020 and was approved. Due to the pandemic, the plat recording never made it through the county and the approvals from Planning Commission and City Council have
lapsed. **Campbell** went on to describe the lot, it’s location in the city, and to describe the existing utilities. The minimum standards for a lot division in R-2 were reviewed, dimension requirements have been met for both lots but only to accommodate single family lots, not duplexes. Engineering staff requested a hydrologic analysis and that showed a low spot in the rear of the lots where water may collect in the case of a major 100-year storm event. Installation of a new public storm pipe will be required on lot 1 and the pipe would be part of the City’s public storm sewer system. Installation and cost will be the responsibility of the developer and the City will select the contractor to ensure requirements are met.

Staff reviewed other requirements: I&I, tree survey, park dedication fee.

Met Council had no comments.

**Recommendation**

Staff recommends **approval** of the proposed minor subdivision subject to the following conditions:

1. Applicant shall provide securities for the new 12-inch storm sewer pipe and needed easements.
2. The City Attorney will determine if a title review is necessary prior to approval of the Final Plat.
3. A park dedication fee of $4,440 shall be paid before release of the Final Plat.

Staff and Commissioners discussed the building envelope, easements, and the hydrologic analysis. Commissioners and staff reviewed the tree survey process, legacy trees, and the final review during building permitting where the city forester goes to the property and confirms the analysis and proposed removal/replacement.

**Chair Pockl** invited the applicant to speak.

**Eugene Borodin, applicant**, stated staff’s review was complete and the drainage pipe will be a tremendous improvement to the property.

**Commissioner Segelbaum** asked if the pipe placement was satisfactory to the applicant. The applicant responded that they worked closely with City Engineering Staff and are pleased with the pipe location. **Segelbaum** followed up by asking if both houses will be built simultaneously or what the proposed timeframe is. The applicant doesn’t have a timeline at the time of this meeting, start time is based on the completion of the pipe installation.

**Chair Pockl** opened the public comments at 7:06pm

**Larry Kueny**  
7303 Ridgeway Rd  
When this project was proposed, most of the neighborhood was in support of it because the home needs to be removed. Nothing has happened to the house or lot in 18 months and the City had to mow the weeds because no one is caring for the yard. I support the plans but care for the lot in the interim needs to happen.
There were no callers.

Chair Pockl closed the public comments at 7:10pm.

Chair Pockl noted the applicant said it would take about 6 months to build the houses once permits are in place and asked how long it would be for the pipe to be complete and permits to be issued. Staff reviewed the process and Engineering is aiming to have the pipe complete by summer 2022 and suspects the demolition will occur the summer of 2022 as well. Council will review these plans and recommendation on June 7th.

Chair Pockl asked staff how property owners are held accountable for yard maintenance, especially in a situation where someone isn’t living in the home. Staff responded with the general process however the timeframe may not be helpful so it may be better to address it with the developer. The applicant responded the lot is heavily wooded and they have not been able to find a company willing to maintain the yard in the interim. Segelbaum responded that it doesn’t need to be perfect but as the lot owner, they are responsible for maintenance.

Chair Pockl reminded the applicant is a residential property owner in the Golden Valley and are beholden to City Ordinances regarding lawn care. The applicant responded in the affirmative.

Chair Pockl stated there didn’t seem to be a concern regarding the minor subdivision, the regulations are being met, and she doesn’t have concern with staff recommendation. Commissioner Johnson responded in the same, adding the clarity provided was helpful.

Commissioner Segelbaum would like it noted that Council address yard maintenance with the applicant in the time before demolition occurs.

MOTION made by Commissioner Johnson and seconded by Commissioner Brookins to recommend approval of staff recommendation, with conditions listed, adding the lawn care comment from Commissioner Segelbaum.

Staff took a roll call vote.

Motion carried

5. Informal Public Hearing – Outdoor Service Area Permit (OSA-1) to Allow for Outdoor Dining at 7345 Country Club Drive

Applicant: Paul Jacob

Jason Zimmerman, Planning Manager, reminded the group that this Outdoor Service Area permit is to allow for outdoor dining at 7345 Country Club Drive. This is generally allowed only as a restricted temporary use, which involves a public process with review by Planning Commission and City Council.

Staff reviewed the location, Schullers as an establishment, and added the area and lot are zoned Single-Family Residential – noting the irregularity being that the building is commercial. He also
reviewed the history of the applicant’s attempt to rezone the property and Council’s support of an OSA permit.

Staff reviewed the proposed use by the applicant: landscaping, pavers, and other site features. Some elements would otherwise be allowed by right in a single-family district and others would only be allowed with the OSA permit.

**Proposed Use**
- 1,200 square feet of patio, including a raised area to create accessible access from the building
- Capacity to seat approximately 50 people
- Landscaped berm would be created to the south to help provide a buffer – would include a 6-foot fence
- New connections from the patio to the public sidewalk to the north
- Other elements: pergola, fire pit, server station
- Requested 10 pm closure of patio and use of live music

**Zoning Analysis**

**Patio**
- Lot already over the usual 50% impervious coverage allowed in the R-1 zoning district
- In order to offset new impervious area, staff recommends the construction of a rain garden to capture water runoff

**Fencing**
- Four-foot fence would be allowed by-right; six foot fence is proposed
- Staff will require the top two feet be removable should the permit not be renewed in the future

**Pergola**
- As long as setbacks are being met, structure would otherwise be allowed by-right
- Would require inspections for footings

**Landscaping**
- Addition of perennials, shrubs, and trees would be allowed by-right
- Staff will require the applicant work with the City to design a plan for the north planting bed that does not impact snow storage

**Evaluation**
With approval of an OSA permit for the first time, a review for a potential extension is required after one year. Following that, the City Council may extend the permit term to two years.

**Recommendation**
Staff recommends approval of Outdoor Service Area Permit 1, allowing for outdoor dining at 7345 Country Club Drive, subject to the following conditions:
1. The initial term shall be for one year.
2. A public bicycle rack able to accommodate eight bicycles shall be installed.
3. The fence must be constructed in such a way that any portion over four feet could be removed.
4. No amplifier or speaker may be used on the patio.
5. Use must conclude by 10 pm and lighting be extinguished.
6. A rain garden shall be design to address stormwater runoff.
7. Design of the north planting bed shall address snow storage.

Commissioner Brenna asked about the proposed location for a rain garden, staff reviewed location determined by engineering staff however they don’t have a full analysis of soil and water flow yet.

Chair Pockl invited the applicant to speak.

Paul Jacob, Applicant, stated that it’s rare the parking lot is full but if there is street parking it’s due to convenience. The patio goal is to increase patronage in the summer as they lose 30-40% without a summer patio. From a business perspective, consistent patronage is helpful for Schullers and for staff who depend on that patronage. The applicant added they are members of the community and want to be a good neighbor, so while the patio is helpful for them, they are sensitive to creating accommodations to minimize neighborhood disruptions.

Commissioner Segelbaum asked about specific plans for music, lights, general noise and associated mitigation plans. The applicant went in detail on the desire to protect the neighborhood from noise and light amplification and the hard line on closing the patio at 10pm.

Commissioner Johnson asked what will be dismantled in the winter. The applicant stated most things will be stored but the patio will be closed in the off season.

Staff clarified what “temporary” means in this regard, the applicant is allowed to keep permanent structures and the temporary aspect means the permit will be reviewed annually.

Chair Pockl opened the public comments at 7:58pm

Peter Pluwak
510 Kelly Drive
My concern is the increase in traffic and decrease in safety - there is a group home nearby and folks walk up and down Kelly Drive, there isn’t a sidewalk. I am also concerned with outdoor music and how the sound will carry.

Greg Wanzek
4755 Marie Lane E
We are frequent customers of Schullers and being able to sit on a patio will increase our attendance in the summer. I think the patio and landscaping will be an excellent addition to the lot and I’ve been waiting for a Schullers patio for a long time.
Matt Angleson  
2401 Dresden Lane
I’m a Schullers patron and friends of the family. I know when they undertake a mission like this, the community interest is close to heart. I know they’re trying to find an equitable solution for the community and the business. I echo the previous caller on my excitement for a patio at Schullers.

Sean Abernathy  
210 Kentucky  
I’m in full support of this plan, I think it will be a benefit to the community. I reviewed the plan and staff comments and it seems very reasonable.

Chair Pockl closed the public comments at 8:08pm.

Chair Pockl asked staff to comment on the traffic concern.
Staff responded that there doesn’t seem to be additional traffic but rather the same amount as that in the winter. However, it’s assumed that traffic will be on Country Club and not Glenwood. Staff can certainly encourage patrons to use the parking lot and adding a bike rack may increase non vehicle commuting.
Commissioner Segelbaum asked why staff encouraged a 6-ft fence when the applicant wanted an 8-ft fence. Staff responded that the zoning requires a 4-ft and they were afraid an 8-ft fence would eliminate the view for the neighbors to the south and so 6-ft felt like a good compromise. The applicant has discussed a “break-away” fence with their contractor so the top 2feet of the fence could be removed if necessary.

Commissioner Johnson stated he agrees with staff recommendations but struggles with the aethesin and the idea of temporary. He added that creating a temporary permit leads to misunderstanding of creating a temporary vs permanent structures on the patio. Staff responded that temporary means a set period of time not a temporary structure.

Commissioner Brookins added that the application is well done and isn’t stuck on the temporary nature of the structures.
Chair Pockl added that the applicant took time to create an aesthetically pleasing plan that will also benefit the community. Segelbaum echoed these comments and added the they are enhancing an area for the neighborhood.

MOTION made by Commissioner Brookins and seconded by Commissioner Segelbaum to recommend approval of staff recommendation, with conditions listed.
Staff took a roll call vote.
Motion carried
Chair Pockl ended the televised portion of the meeting at 7:23pm

6. Council Liaison Report
   Council Member La Mere-Anderson provided a recap of the last City Council meeting, including a handful of recognitions and proclamations as well as a new fee schedule for Outdoor Service Area permits. She reported that the Council reviewed the Diversity and Equity Committee annual report and work plan at the last Council Work Session, and also discussed a land acknowledgement statement and policy. The Commissioners discussed the potential to create term limits for Boards and Commissions and some of the advantages that may go along with having Planning Commissioners serve for a longer period of time to create consistencies.

7. Other Business
   None.

8. Adjournment
   MOTION by Commissioner Segelbaum to adjourn, seconded by Commissioner Johnson and approved unanimously by roll call vote. Meeting adjourned at 9:10 pm.

__________________________________________
Andy Johnson, Secretary

__________________________________________
Amie Kolesar, Planning Assistant
Hi Jason,

Schullers patio is planned to have pavers which will be removable if needed, we will plant new trees, bushes, rocks and more landscaping that will add a nice visual for our property as well as help with sound mitigation. Our fence will be 4’ with an added extension on top that can be removed if need be but also to help with privacy and sound mitigation. We plan on having a bar/server station to help with quicker service but will also be built to be removed if needed. We also feel that structure will help with sound staying towards the golf course instead of neighboring houses. The plans we have in place for this patio should be an appealing add to the building and to the neighborhood. We want it to be visually welcoming and pleasing to all guests that might be driving by, walking by, biking by or golfing by! (Our plans may also include a bike rack)

The patio would be no change affected to value for all houses in and around the neighborhood after asking a few realtors. We don’t anticipate too much added traffic and congestion in the summer months. We feel the congestion wont be affected because in summer months our business is generally down 30% in the summer compared to winter so we plan to just balance out that number. We don’t hear of any complaints about our winter business traffic so we feel this should be the same affect when we add this patio. Our first trial of a patio during the covid expansion of outdoor premises was a success for sound and for the congestion worries. We did not hear anyone that might have a complaint on either but we did hear a ton of positivity from neighbors and guests with an outdoor seating option!

The only odors we anticipate will be our regular odors as we don’t see any change at any of our other locations so we don’t think anything will change at Schullers. We will be expanding our pest control services when the patio is up and running. Pests are not usually an issue at our other locations as we are confident with our pest control service!

Our lighting is planned to be string lighting across the patio that will be turned off immediately when we close down the patio (10pm).

As always we will be happy to answer any questions or concerns and we appreciate this opportunity to have outdoor seating at Schullers!

Thank you,

Paul Jacob
RESOLUTION NO. 22-057

RESOLUTION AUTHORIZING AN OUTDOOR SERVICE AREA PERMIT TO ALLOW OUTDOOR DINING AT SCHULLER’S TAVERN

WHEREAS, Schuller’s Tavern, a long-time dining establishment in Golden Valley, has applied for an Outdoor Service Area permit to allow for the construction and operation of a patio at 7345 Country Club Drive; and

WHEREAS, the project would involve landscaping and other site improvements to enhance the outdoor experience; and

WHEREAS, the City has anticipated potential impacts from the new use and has drafted conditions of approval that attempt to mitigate inconveniences to the surrounding neighborhood; and

WHEREAS, the findings and recommendations upon which an Outdoor Service Area permit is based have been determined to be met.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Golden Valley, to authorize an Outdoor Service Area Permit for Schuller’s Tavern at 7345 Country Club Drive to allow for outdoor dining to take place for a period of one year from the date of issuance.

Adopted by the City Council this 7th day of June, 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Summary

CityLine Homes Inc., represented by Eugene Borodin, is proposing to subdivide the property located at 7324 Harold Avenue into two lots. There is one existing single-family home at this address which would be demolished and replaced with two new single-family homes.

A subdivision for this property was previously approved in 2021, however the plat was never recorded at the County, causing the approval to lapse.

For more details on the existing site conditions, minor subdivision eligibility, and city staff review, please refer to the copy of the staff memo to Planning Commission. This executive summary will focus on the conditions of approval for the minor subdivision.
## Qualification Governing Approval as a Minor Subdivision

According to Section 109-121 of the City’s Subdivision Regulations, the following are the regulations governing approval of minor subdivisions with staff comments related to this request:

<table>
<thead>
<tr>
<th>Factor/Finding</th>
<th>1. A minor subdivision shall be denied if the proposed lots do not meet the minimum area and dimensional requirements for the Zoning District in which they are located, or if vehicular access is not provided from an abutting improved street.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td><strong>met.</strong> Both of the lots of the proposed subdivision meet the requirements of the R-2 Moderate Density Residential Zoning District, although they would only allow for single family homes, not duplexes. Vehicle access from Harold is provided without further investment.</td>
</tr>
<tr>
<td>2. A minor subdivision may be denied upon the City’s determination that a resulting new lot is encumbered by steep slopes or excessive wetness.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td><strong>conditionally met.</strong> The City Engineer finds that the lots are buildable. Any concerns from the hydrology report around low areas of topography are addressed by the added storm water system being provided by the applicant.</td>
</tr>
<tr>
<td>3. A minor subdivision may be denied if sewer and water connections are not directly accessible by each proposed lot.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td><strong>met.</strong> One additional set of sewer and water connections will be necessary, but without any new extension of city sewer or water lines. Engineering does not feel the addition of the new lots will not place an undue strain on City utility systems.</td>
</tr>
<tr>
<td>4. Approval shall be conditioned on the granting of easements for necessary public purposes.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td><strong>conditionally met.</strong> Easements being required by the City are shown on the plat document and include typical easements around property boundaries as well as the oversized easement between lots.</td>
</tr>
<tr>
<td>5. Approval may be conditioned on the requirements of outside public agencies with jurisdiction on adjacent streets.</td>
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</tr>
<tr>
<td>Standard</td>
<td><strong>met.</strong> The Minnesota Department of Transportation was notified, given the lot being adjacent to Highway 55. A copy of their comments are provided, however they are related more to construction details rather than remarks on the project.</td>
</tr>
<tr>
<td>6. Approval shall be conditioned on the resolution of any title issues raised by the City Attorney.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td><strong>conditionally met.</strong> The City Attorney will determine if such a title review is necessary prior to approval of the Final Plat.</td>
</tr>
</tbody>
</table>
### 7. Minor subdivisions of nonresidential parcels may be denied if new development will cause undo strain on adjacent roads or on public utilities or will adversely affect adjacent uses.

| Standard met. | No undue strain is anticipated based on the redevelopment plans provided by the applicant. |

### 8. Approval shall be conditioned on the payment of a park dedication fee, sewer and water access charge, and pending or levied deferred assessments.

| Standard conditionally met. | A park dedication fee of $4,440 (6% of the estimated land value with 50% credit for one unit) is required for this subdivision. SAC and WAC fees are only assessed at time of permitting, but would be required for the new housing unit. |

### 9. The conditions spelled out shall provide the only basis for denial of a minor subdivision. Approval will be granted to any application that meets the established conditions.

| Standard met. |

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**Discussion at Planning Commission**

The Planning Commission held an informal public hearing on this topic at their May 9, 2021, meeting. Commissioners were supportive of the proposal overall and recommended approval of the preliminary plat unanimously. The topic did have one public commenter who noted that the site has not been well maintained by the current property owner. Commissioners pressed the applicant on whether they could conduct some basic maintenance. The applicant noted though that after approvals they would begin site clearing, grading, and demolition, which they felt would address the commenters concerns. Planning Commission did want this comment noted on the record for Council.

**Financial Or Budget Considerations**

None.

**Recommended Action**

Based on the findings above, Staff recommends approval of the proposed minor subdivision subject to the following conditions:

1. The applicant shall provide securities for the new 12-inch storm sewer pipe and needed easements.
2. The City Attorney will determine if a title review is necessary prior to approval of the Final Plat.
3. A park dedication fee of $4,440 shall be paid before release of the Final Plat.

**Supporting Documents**

- Memo to Planning Commission dated 5/9/22 (5 Pages)
- Minutes from Planning Commission Meeting 5/9/22 (7 Pages)
- Existing Conditions and Preliminary Plat (2 pages)
- Storm pipe diagram (2 pages)
- Letter from MnDOT (2 pages)
Date: May 9, 2022

To: Golden Valley Planning Commission

From: Myles Campbell, Planner

Subject: Informal Public Hearing on Preliminary Plan for Minor Subdivision of 7324 Harold Avenue South – CityLine Homes Inc., Applicant

Property address: 7324 Harold Ave
Applicant: CityLine Homes
Property owners: CityLine Homes
Zoning District: Moderate Density Residential (R-2) Zoning District
Lot size: 40,909 sq. ft. (0.94 acres)
Current use: Single-family home
Future land use: Moderate Density Residential
Adjacent uses: Single-family homes, Lion’s Park

2018 aerial photo (Hennepin County)
Summary
CityLine Homes Inc., represented by Eugene Borodin, is proposing to subdivide the property located at 7324 Harold Avenue into two lots. There is one existing single-family home at this address which would be demolished and replaced with two new single-family homes.

Existing Conditions
The subject property is zoned R-2 Moderate Density Residential and allows for both two-family and single-family dwellings and the area is also guided for Moderate Density Residential. The lot is currently 40,909 square feet and has a width of 130.28 feet at the front setback line. It fronts on Harold Avenue to the south and backs up to Olson Memorial Highway to the north. The existing lot is hooked up for sewer and water, although a second service will need to be installed if subdivided. The City has utilities located underneath Harold Ave, so this would not require any new routing for sewer/water service.

Staff Review
R-2 Lot Requirements
For single-family dwellings in an R-2 zoning district, the minimum lot size is 6,000 square feet and the minimum width is 50 feet at the front setback line. This width must be maintained to a depth of 70 feet from the front lot line. For a two-family dwelling, the City requires a minimum lot area of 10,000 square feet and a width at the front setback line of 100 feet.

The proposed subdivision would create lots of 21,623 square feet and 18,836 square feet and with widths of 70.27 and 60.01 feet respectively. Both lots would maintain those widths to a depth of 70 feet from the front lot line. The dimensions of both of the newly created lots would provide sufficient building envelopes for development of single-family homes in an R-2 district, however due to not meeting the width requirement, neither lot would be viable for a two-family dwelling.

Minor Subdivision Eligibility
In the City’s subdivision code there are three conditions laid out for a request to be considered a minor subdivision action:
1. The land to be subdivided or consolidated must be part of a recorded plat or a recorded registered land survey (RLS)
2. Consolidations may involve any number of parcels, but subdivisions shall be limited to the creation of four or fewer lots from one or more original parcels
3. The subdivision or consolidation shall not necessitate any additional public investment in new roads or utilities to serve the lots.

Sec. 109-119. - Eligibility for Application.

In the case of 7324 Harold, the lot meets all three conditions to be eligible for a minor subdivision action. The existing lot was part of RLS No. 312, Hennepin County, Minnesota. The subdivision will create less than four new parcels (2). And since utility services are located along Harold, it will require no new public investment.

Additional Department Review
As required by the Subdivision Code, a tree inventory was performed in order to document all existing trees. This inventory will be reviewed by the City Forester and used to calculate any required tree replacement as the lots are redeveloped.

The existing sanitary sewer line is currently under review for the City’s Inflow and Infiltration requirements. A deposit agreement and application have already been submitted to the City’s engineering staff prior to this subdivision action. At the completion of construction, the new sewer service to both homes would also be inspected to ensure compliance.

During the review of this project in 2020, the engineering department had requested a hydrologic/hydraulic analysis report for their review prior to the permitting process. This analysis revealed that to the rear of the properties, topography was sloped such that low spots where water might collect would form, as a result, a requirement of the final plat approval was the dedication of an added drainage and utility easement and the construction of an underground storm water pipe to route water back towards the city’s system underneath Harold Ave. A diagram of this system is included in the packet, and the oversized utility easement I shown on the plat. While the pipe would be publicly-owned, the cost for its installation is being provided by the applicant as a security fee.

The Fire Department has reviewed the application and has no comments or concerns.

Qualification Governing Approval as a Minor Subdivision
According to Section 109-121 of the City’s Subdivision Regulations, the following are the regulations governing approval of minor subdivisions with staff comments related to this request:

1. Minor subdivisions shall be denied if the proposed lots do not meet the requirements of the appropriate zoning district. Both of the lots of the proposed subdivision meet the requirements of the R-2 Moderate Density Residential Zoning District, although they would only allow for single family homes, not duplexes.
2. **A minor subdivision may be denied if the City Engineer determines that the lots are not buildable.** The City Engineer finds that the lots are buildable. Any concerns from the hydrology report are addressed by the added storm water system being provided by the applicant.

3. **A minor subdivision may be denied if there are no sewer and water connections available or if it is determined by the City Engineer that an undue strain will be placed on City utility systems by the addition of the new lots.** One additional set of sewer and water connections will be necessary, but without any new extension of city sewer or water lines. Engineering does not feel the addition of the new lots will not place an undue strain on City utility systems.

4. **Approval of the minor subdivision may require the granting of certain easements to the City.** Easements being required by the City are shown on the plat document, and include our typical easements around property boundaries as well as the oversized easement between lots.

5. **If public agencies other than the City have jurisdiction of the streets adjacent to the minor subdivision, the agencies will be given the opportunities to comment.** The Minnesota Department of Transportation has been contacted as the site does abut Highway 55. MnDOT has notified staff that they had no comment on the lot’s subdivision.

6. **The City may ask for review of title if required by the City Attorney for dedication of certain easements.** The City Attorney will determine if such a title review is necessary prior to approval of the Final Plat.

7. **The minor subdivision may be subject to park dedication requirements.** A park dedication fee of $4,440 (6% of the estimated land value with 50% credit for one unit) is required for this subdivision.

8. **The conditions spelled out shall provide the only basis for denial of a minor subdivision. Approval will be granted to any application that meets the established conditions.** All conditions have been met.

**Recommended Action**
Staff recommends approval of the proposed minor subdivision subject to the following conditions:

1. Applicant shall provide securities for the new 12-inch storm sewer pipe and needed easements.
2. The City Attorney will determine if a title review is necessary prior to approval of the Final Plat.
3. A park dedication fee of $4,440 shall be paid before release of the Final Plat.

**Attachments**
Existing Conditions and Preliminary Plat (2 pages)
Tree Inventory (4 pages)
Storm pipe diagram (2 pages)
REGULAR MEETING MINUTES

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

1. Call to Order

The meeting was called to order at 6:30 pm by Chair Pockl.

Roll Call

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

2. Approval of Agenda

Chair Pockl asked for a motion to approve the agenda.
MOTION made by Commissioner Brookins, seconded by Commissioner Johnson, to approve the agenda of May 9, 2022.
Motion carried.

3. Approval of Minutes

Commissioner Brookins noted comments on the survey and there was a comment on adding a density question and would like to have that added to the minutes.
Chair Pockl asked for a motion to approve the minutes from April 25, 2022, pending edits.
MOTION made by Commissioner Brookins, seconded by Commissioner Segelbaum to approve.
Motion carried with Commissioner Brenna abstaining.

4. Informal Public Hearing – Preliminary Plan for Minor Subdivision of 7324 Harold Avenue South

Applicant: CityLine Homes

Myles Campbell, Planner, started the presentation by stating this subdivision would include demolishing the home that lays across two lots and the two lots would maintain their current R-2 Zoning. He reminded the group the subdivision request originally appeared before the Planning Commission in December 2020 and was approved. Due to the pandemic, the plat recording never made it through the county and the approvals from Planning Commission and City Council have
lapsed. **Campbell** went on to describe the lot, its location in the city, and to describe the existing utilities. The minimum standards for a lot division in R-2 were reviewed, dimension requirements have been met for both lots but only to accommodate single family lots, not duplexes. Engineering staff requested a hydrologic analysis and that showed a low spot in the rear of the lots where water may collect in the case of a major 100-year storm event. Installation of a new public storm pipe will be required on lot 1 and the pipe would be part of the City’s public storm sewer system. Installation and cost will be the responsibility of the developer and the City will select the contractor to ensure requirements are met.

Staff reviewed other requirements: I&I, tree survey, park dedication fee.

Met Council had no comments.

**Recommendation**

Staff recommends approval of the proposed minor subdivision subject to the following conditions:

1. Applicant shall provide securities for the new 12-inch storm sewer pipe and needed easements.
2. The City Attorney will determine if a title review is necessary prior to approval of the Final Plat.
3. A park dedication fee of $4,440 shall be paid before release of the Final Plat.

Staff and Commissioners discussed the building envelope, easements, and the hydrologic analysis. Commissioners and staff reviewed the tree survey process, legacy trees, and the final review during building permitting where the city forester goes to the property and confirms the analysis and proposed removal/replacement.

**Chair Pockl** invited the applicant to speak.

**Eugene Borodin, applicant**, stated staff’s review was complete and the drainage pipe will be a tremendous improvement to the property.

**Commissioner Segelbaum** asked if the pipe placement was satisfactory to the applicant. The applicant responded that they worked closely with City Engineering Staff and are pleased with the pipe location. **Segelbaum** followed up by asking if both houses will be built simultaneously or what the proposed timeframe is. The applicant doesn’t have a timeline at the time of this meeting, start time is based on the completion of the pipe installation.

**Chair Pockl** opened the public comments at 7:06pm

**Larry Kueny**

*7303 Ridgeway Rd*

When this project was proposed, most of the neighborhood was in support of it because the home needs to be removed. Nothing has happened to the house or lot in 18 months and the City had to mow the weeds because no one is caring for the yard. I support the plans but care for the lot in the interim needs to happen.
There were no callers.

**Chair Pockl** closed the public comments at 7:10pm.

**Chair Pockl** noted the applicant said it would take about 6 months to build the houses once permits are in place and asked how long it would be for the pipe to be complete and permits to be issued. Staff reviewed the process and Engineering is aiming to have the pipe complete by summer 2022 and suspects the demolition will occur the summer of 2022 as well. Council will review these plans and recommendation on June 7th.

**Chair Pockl** asked staff how property owners are held accountable for yard maintenance, especially in a situation where someone isn’t living in the home. Staff responded with the general process however the timeframe may not be helpful so it may be better to address it with the developer. The applicant responded the lot is heavily wooded and they have not been able to find a company willing to maintain the yard in the interim. **Segelbaum** responded that it doesn’t need to be perfect but as the lot owner, they are responsible for maintenance.

**Chair Pockl** reminded the applicant is a residential property owner in the Golden Valley and are beholden to City Ordinances regarding lawn care. The applicant responded in the affirmative.

**Chair Pockl** stated there didn’t seem to be a concern regarding the minor subdivision, the regulations are being met, and she doesn’t have concern with staff recommendation. **Commissioner Johnson** responded in the same, adding the clarity provided was helpful.

**Commissioner Segelbaum** would like it noted that Council address yard maintenance with the applicant in the time before demolition occurs.

**MOTION** made by **Commissioner Johnson** and seconded by **Commissioner Brookins** to recommend approval of staff recommendation, with conditions listed, adding the lawn care comment from Commissioner Segelbaum.

Staff took a roll call vote.
Motion carried

5. **Informal Public Hearing** – Outdoor Service Area Permit (OSA-1) to Allow for Outdoor Dining at 7345 Country Club Drive

**Applicant**: Paul Jacob

**Jason Zimmerman, Planning Manager**, reminded the group that this Outdoor Service Area permit is to allow for outdoor dining at 7345 Country Club Drive. This is generally allowed only as a restricted temporary use, which involves a public process with review by Planning Commission and City Council.

Staff reviewed the location, Schullers as an establishment, and added the area and lot are zoned Single-Family Residential – noting the irregularity being that the building is commercial. He also
reviewed the history of the applicant’s attempt to rezone the property and Council’s support of an OSA permit.

Staff reviewed the proposed use by the applicant: landscaping, pavers, and other site features. Some elements would otherwise be allowed by right in a single-family district and others would only be allowed with the OSA permit.

**Proposed Use**
- 1,200 square feet of patio, including a raised area to create accessible access from the building
- Capacity to seat approximately 50 people
- Landscaped berm would be created to the south to help provide a buffer – would include a 6-foot fence
- New connections from the patio to the public sidewalk to the north
- Other elements: pergola, fire pit, server station
- Requested 10 pm closure of patio and use of live music

**Zoning Analysis**

**Patio**
- Lot already over the usual 50% impervious coverage allowed in the R-1 zoning district
- In order to offset new impervious area, staff recommends the construction of a rain garden to capture water runoff

**Fencing**
- Four-foot fence would be allowed by-right; six foot fence is proposed
- Staff will require the top two feet be removable should the permit not be renewed in the future

**Pergola**
- As long as setbacks are being met, structure would otherwise be allowed by-right
- Would require inspections for footings

**Landscaping**
- Addition of perennials, shrubs, and trees would be allowed by-right
- Staff will require the applicant work with the City to design a plan for the north planting bed that does not impact snow storage

**Evaluation**

With approval of an OSA permit for the first time, a review for a potential extension is required after one year. Following that, the City Council may extend the permit term to two years

**Recommendation**

Staff recommends approval of Outdoor Service Area Permit 1, allowing for outdoor dining at 7345 Country Club Drive, subject to the following conditions:

1. The initial term shall be for one year.
2. A public bicycle rack able to accommodate eight bicycles shall be installed.
3. The fence must be constructed in such a way that any portion over four feet could be removed.
4. No amplifier or speaker may be used on the patio.
5. Use must conclude by 10 pm and lighting be extinguished.
6. A rain garden shall be design to address stormwater runoff.
7. Design of the north planting bed shall address snow storage.

Commissioner Brenna asked about the proposed location for a rain garden, staff reviewed location determined by engineering staff however they don’t have a full analysis of soil and water flow yet.

Chair Pockl invited the applicant to speak.

Paul Jacob, Applicant, stated that it’s rare the parking lot is full but if there is street parking it’s due to convenience. The patio goal is to increase patronage in the summer as they lose 30-40% without a summer patio. From a business perspective, consistent patronage is helpful for Schullers and for staff who depend on that patronage. The applicant added they are members of the community and want to be a good neighbor, so while the patio is helpful for them, they are sensitive to creating accommodations to minimize neighborhood disruptions.

Commissioner Segelbaum asked about specific plans for music, lights, general noise and associated mitigation plans. The applicant went in detail on the desire to protect the neighborhood from noise and light amplification and the hard line on closing the patio at 10pm.

Commissioner Johnson asked what will be dismantled in the winter. The applicant stated most things will be stored but the patio will be closed in the off season.

Staff clarified what “temporary” means in this regard, the applicant is allowed to keep permanent structures and the temporary aspect means the permit will be reviewed annually.

Chair Pockl opened the public comments at 7:58pm

Peter Pluwak
510 Kelly Drive
My concern is the increase in traffic and decrease in safety - there is a group home nearby and folks walk up and down Kelly Drive, there isn’t a sidewalk. I am also concerned with outdoor music and how the sound will carry.

Greg Wanzek
4755 Marie Lane E
We are frequent customers of Schullers and being able to sit on a patio will increase our attendance in the summer. I think the patio and landscaping will be an excellent addition to the lot and I’ve been waiting for a Schullers patio for a long time.
Matt Angleson  
2401 Dresden Lane  
I’m a Schullers patron and friends of the family. I know when they undertake a mission like this, the community interest is close to heart. I know they’re trying to find an equitable solution for the community and the business. I echo the previous caller on my excitement for a patio at Schullers.

Sean Abernathy  
210 Kentucky  
I’m in full support of this plan, I think it will be a benefit to the community. I reviewed the plan and staff comments and it seems very reasonable.

Chair Pockl closed the public comments at 8:08pm.

Chair Pockl asked staff to comment on the traffic concern.  
Staff responded that there doesn’t seem to be additional traffic but rather the same amount as that in the winter. However, it’s assumed that traffic will be on Country Club and not Glenwood. Staff can certainly encourage patrons to use the parking lot and adding a bike rack may increase non vehicle commuting.  
Commissioner Segelbaum asked why staff encouraged a 6-ft fence when the applicant wanted an 8-ft fence. Staff responded that the zoning requires a 4-ft and they were afraid an 8-ft fence would eliminate the view for the neighbors to the south and so 6-ft felt like a good compromise. The applicant has discussed a “break-away” fence with their contractor so the top 2feet of the fence could be removed if necessary.

Commissioner Johnson stated he agrees with staff recommendations but struggles with the aesthetics and the idea of temporary. He added that creating a temporary permit leads to misunderstanding of creating a temporary vs permanent structures on the patio. Staff responded that temporary means a set period of time not a temporary structure.

Commissioner Brookins added that the application is well done and isn’t stuck on the temporary nature of the structures.  
Chair Pockl added that the applicant took time to create an aesthetically pleasing plan that will also benefit the community. Segelbaum echoed these comments and added the they are enhancing an area for the neighborhood.

MOTION made by Commissioner Brookins and seconded by Commissioner Segelbaum to recommend approval of staff recommendation, with conditions listed.  
Staff took a roll call vote.  
Motion carried
Chair Pockl ended the televised portion of the meeting at 7:23pm

6. Council Liaison Report
   Council Member La Mere-Anderson provided a recap of the last City Council meeting, including a handful of recognitions and proclamations as well as a new fee schedule for Outdoor Service Area permits. She reported that the Council reviewed the Diversity and Equity Committee annual report and work plan at the last Council Work Session, and also discussed a land acknowledgement statement and policy. The Commissioners discussed the potential to create term limits for Boards and Commissions and some of the advantages that may go along with having Planning Commissioners serve for a longer period of time to create consistencies.

7. Other Business
   None.

8. Adjournment
   MOTION by Commissioner Segelbaum to adjourn, seconded by Commissioner Johnson and approved unanimously by roll call vote. Meeting adjourned at 9:10 pm.

__________________________________________________________
Andy Johnson, Secretary

______________________________
Amie Kolesar, Planning Assistant
STORM SEWER MANHOLE (CITY OF GOLDEN VALLEY)

CORE DRILL DETAIL (CITY OF GOLDEN VALLEY)
May 24, 2022

Myles Campbell
Golden Valley Planning Dept
7800 Golden Valley Road
Golden Valley, Minnesota 55427

SUBJECT: 7324 Harold Avenue Subdivision
MnDOT Review P22-031
SW Quad MN 55 & Glenwood Avenue
Control Section: 2723
Golden Valley, Hennepin County

Dear Myles Campbell,

The Minnesota Department of Transportation (MnDOT) has reviewed the plat for the 7324 Harold Avenue Subdivision in compliance with Minnesota Statute 505.03, subdivision 2, Plats. Before any further development, please address the following.

**Noise:**

MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.

If you have any questions regarding MnDOT's noise policy, please contact Natalie Ries in Metro District’s Noise and Air Quality Unit at Natalie.Ries@state.mn.us or 651-234-7681.

**Permits:**

Any use of, or work within or affecting, MnDOT right of way will require a permit. Permits can be applied for at this site: [https://olpa.dot.state.mn.us/OLPA/](https://olpa.dot.state.mn.us/OLPA/). Please upload a copy of this letter when applying for any permits.

If you have any questions regarding MnDOT's permit requirements, please contact Buck Craig in Metro District’s Permits Section at BuckCraig@dot.state.mn or 651-234-7911.
**Review Submittal Options**

MnDOT’s goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans in PDF format to `metrodevreviews.dot@state.mn.us`. Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.
2. For files over 20 megabytes, upload the PDF file(s) to MnDOT’s Web Transfer Client site: [https://mft.dot.state.mn.us](https://mft.dot.state.mn.us). Contact MnDOT Planning development review staff using the same email above for uploading instructions, and send an email listing the file name(s) after the document(s) has/have been uploaded.

You are welcome to contact me at 651-234-7785, or [Jake.Schutt@state.mn.us](mailto:Jake.Schutt@state.mn.us) with any questions.

Sincerely,

Jake Schutt
Principal Planner

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**Copy sent via email:**

| Ashley Hansen, Traffic | Tod Sherman, Planning |
| Brandi Kastner, Traffic | Cameron Muhic, Planning |
| Aaron Tag, Area Engineer | David Elvin, Planning |
| Doug Nelson, Right of Way | David Kratz, Planning |
| Brandon Nelson, Surveys | Russell Owen, Metropolitan Council |
| Mike Samuelson, Ped/Bike Planning | Jason Swenson, Water Resources |
| Mackenzie Turner Barger, Multimodal Planning | Buck Craig, Permits |
| Jesse Thornsen, Ped/Bike Planning | Lance Schowalter, Design |
Golden Valley City Council Meeting  
June 7, 2022

Agenda Item  

Prepared By  
Myles Campbell, Planner

Summary
Currently, Golden Valley zoning code allows for mobile food vendors on a temporary basis and with varying restrictions by zoning district. This was added to code in 2015 in response to growing interest in allowing food trucks to operate on both a short-term and seasonal basis. The code has been amended in minor fashion since adoption but has still been limited to food vendors.

Partly at the request of the Parks department, and in part due to seeing new and emerging mobile uses, staff this spring brought forward for discussion with Planning Commission the topic of further amending the City’s Mobile Uses ordinance to allow for a broader range of vendors and services. At their April 25 meeting, the Planning Commission recommended unanimously a revised set of code language.

Parks Department Considerations
The topic of introducing more allowed mobile uses to code was initially raised by members of the City’s Parks and Recreation staff. They experienced a great deal of success in allowing food truck vendors at events in parks and wanted to potentially open up the opportunity for other businesses. The two main considerations for any changes to the ordinance were:

- Continuing to limit mobile permits to 1-3 days in parks.
  - This is enough time for a vendor to be at a private or public event without allowing them to set up in a particular park or location for an entire season.
- Desire to see a full flexibility of allowed uses, but with the caveat that uses should fit the theme of the event in question (dog grooming at a dog park or pet event, art at the arts festival, etc.)
  - This is slightly harder to account for in zoning code, however the existing mobile use regulations require permission from the property owner, which in the case of parks would be the City.
Ordinance Revisions
Attached with this memo are the ordinance with the revised language as well as a copy of the existing mobile use zoning language with red lines shown to denote changes being made.

These changes are centered around the addition of two new categories of mobile uses to the zoning code regarding temporary uses. Mobile Assistive Services is intended to include any sort of medical, educational, or other services such as legal aid; Mobile Retail/Service Vendors would include commercial uses beyond food vendors, and refers to those uses allowed in the commercial zoning district for consistency.

Given these additions, the code has been modified to provide more information at a glance. Definitions are provided for each mobile use category and a new table has been added to show whether a permit is valid in a particular zoning district and for what timeframe. Mobile food truck permits are currently limited to a short-term option (1-3 days in most districts with the exception of some residential zoning districts) and a seasonal permit that lasts for 120 days. Staff carried these durations forward to keep the new uses consistent, although seasonal permits are still restricted to only food trucks and only in certain zoning districts.

Some minor corrections to existing regulations have also been proposed. Most of these changes are semantic, broadening the type of mobile uses being referred to, but some are substantive:
- Clarifying that ceasing operations at 10pm means vacating the site (as opposed to clean up, wind down, etc.)
- Applying the existing proximity restriction between a mobile vendor and like uses to all mobile vendors
- Continuing to limit R-1 and R-2 properties to 2 events per year, but removing this restriction from R-3 and R-4, as well as allowing city manager or their designee to allow additional events if requested

Fee Discussion
Given the Planning Commission’s focus on zoning code, fees for mobile use permits were only discussed in passing or where they related to something like permit duration which is addressed by zoning code. Overall, the Commission did not see a need to set a separate fee between food vendors, medical uses, or other commercial vendors, since in all of these cases the permit fee would still cover the administrative review time involved in verifying insurance, state or county licensing, and the required site plan for the permit. Following the direction from the Parks staff, Planning Commission felt comfortable continuing to limit the seasonal permit option only to food trucks in certain Commercial, Office, Mixed Use, and Industrial districts. Other vendors, or food truck vendors in other districts, would be required to rely on the short-term 1-3 day permit.

They did recommend additional tracking of permits after the new uses were added in order to see if they led to more variety of uses and whether fees did need adjusting. Staff recently looked closely at food truck permit fees due to feedback from a business owner. Currently short-term permit fees are $40/day for up to three days, although in practice only one $40 fee has been collected regardless of the number of days the food truck is at a location (short-term). The rationale being the amount of staff
time needed to review an application is the same, regardless of if the permit is for one day or three. Staff would support updating the fee schedule - either in the near future or during the annual fee schedule update in the fall - to reflect this practice or other ideas the Council would like considered.

Financial Or Budget Considerations
Possibility for minimal additional City revenue associated with the issuance of new permits.

Recommended Action
- Motion to adopt Ordinance No. 739, Amending Section 113-31: Temporary Uses in order to establish allowed mobile retail and service uses.
- Motion to adopt Resolution No. 22-058, Authorizing Summary Publication of Ordinance No. 739

Supporting Documents
- Memo to the Planning Commission dated April 25, 2022 (2 pages)
- Planning Commission minutes from April 25, 2022 (4 pages)
- Mobile Use Language – Red line coy with edits (4 pages)
- Ordinance No. 739, Amending Section 113-31: Temporary Uses in order to Establish Mobile Retail and Service Uses (4 pages)
- Resolution No. 22-058 Authorizing Summary Publication of Ordinance No. 739 (1 page)
Date: April 25, 2022

To: Golden Valley Planning Commission

From: Myles Campbell, Planner

Subject: Temporary Mobile Uses – Informal Public Hearing

Summary
Currently Golden Valley zoning code allows for mobile food vendors on a temporary basis and with varying restrictions by zoning district. This was added to code in 2015 in response to growing interest in allowing food trucks to operate on both a short-term and seasonal basis. The code has been amended in minor fashion since adoption but has still been limited to food vendors.

Partly at the request of the parks department, and in part due to seeing new and emerging mobile uses, staff is introducing for discussion with Planning Commission the topic of further amending the City’s Mobile Uses ordinance to allow for a broader range of vendors and services.

Ordinance Revisions
Attached with this memo are two copies of revised ordinance language regulating mobile uses, one clean copy and one with red lines shown to denote changes. As discussed at the last meeting on this topic, the most significant revisions were in regard to the new uses: adding a definitions section, and fleshing out the duration limits for each type of permit. Commissioners had some further revisions following that discussion regarding: educational uses, limits on residential permits, and the use of a table to lay out allowed durations for permits. These changes have been incorporated into the draft language.

Staff is seeking any final thoughts or revisions on this code language before forwarding to the City Council for review, along with discussion on the current applicability of fees associated with these permits.

Action Request
Recommend approval of the revised zoning ordinance language regarding mobile use permits to allow for additional types of mobile uses in Golden Valley.

Attachments
Mobile Use Ordinance – Revised with markup (3 pages)
Mobile Use Ordinance – Revised (3 pages)
REGULAR MEETING MINUTES

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

1. Call to Order
   The meeting was called to order at 6:30 pm by Chair Pockl.

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

2. Approval of Agenda
   Chair Pockl asked for a motion to approve the agenda.
   MOTION made by Commissioner Johnson, seconded by Commissioner Brookins, to approve the agenda of April 25, 2022.
   Motion carried.

3. Approval of Minutes
   Commissioner Brookins noted his absence at the April 11th meeting.
   Chair Pockl asked for a motion to approve the minutes from April 11, 2022, pending edits.
   MOTION made by Commissioner Ruby, seconded by Commissioner Ginis to approve.
   Motion carried.

   Applicant: City of Golden Valley

   Myles Campbell, Planner, reminded the group that the City added mobile food vendors as a temporary use in the zoning code in 2015. Revisiting this topic was prompted by Parks and Rec requesting a greater diversity of uses to be allowed under the code. The most significant change will be the addition of two new uses: Mobile Assistive Services and Mobile Retail/Service Vendors. Staff reviewed these two in more depth.
Staff reviewed an updated permit duration table for the two new uses in different zoning districts. Staff also reviewed some regulation changes around broadening vendor language and updating permit restrictions to apply to only R-1 and R-2 zoning.

Staff recommends approval of the revised zoning ordinance language regarding mobile use permits to allow for additional types of mobile uses in Golden Valley.

Commissioner Ruby asked staff to consider flexibility in allowing a food vendor more than 2 events per year. Commissioner Segelbaum mentioned the difference between a homeowner hosting more than one party and having a food truck versus a vendor operating in a residential area on their own. Commissioner Johnson added that permitting two events a year seems like a good compromise for a residential district. Staff added that this particular situation has not been an issue that’s come up. The group discussed hours of operation ending at 8pm, 9pm, or 10pm, weeknights versus weekends, and difference within different zoning districts. The conversation moved on to overnight parking and storage, public right of way, and vending operations for private parties in the R-1 district.

Chair Pockl opened the public comments at 7:01pm
There were no in person commenters. There were no callers.
Chair Pockl closed the public comments at 7:04pm.

Johnson added that he’d like to add local assistive services to the Commercial/Light Industrial/Industrial zoning districts, clean up the grid for the R-1/R-2 exceptions. Commissioner Ruby added language should be added to allow a vendor to extend a permit request.

Johnson added it would be helpful to work with Communications to get the changes communicated.

MOTION made by Commissioner Johnson and seconded by Commissioner Brookins to recommend approval of the revised zoning ordinance language regarding mobile use permits to allow for additional types of mobile uses in Golden Valley and including Commissioner comments from the 4/25/2022 meeting.
Motion carried

5. Discussion – Accessory Dwelling Units

Myles Campbell, Planner, noted that the team is working with Communications and Community Outreach to communicate the potential changes to R-1 and R-2 with ADUs. Staff reviewed communications thus far, social media pushes, and a survey for residents to obtain initial feedback from residents. Staff displayed the draft survey and asked for feedback on items not addressed, things that should be expanded on, and general comments.
Commissioner Ruby asked if there was a way to have residents list their location in Golden Valley without maybe disclosing their address. This could provide neighborhood interest data points. He added that questions should be split, when and how questions are generally unclear. The conversation moved on to dynamics of consistency in questions on the survey.

Commissioner Ginis commented on edits to the survey to accurately capture support for ADUs. Commissioner Segelbaum commented on language related to a long-term rental or a short-term rental. The conversation went on to discuss descriptions in the survey or not, participation in the survey, and variety of communications to residents.

The conversation moved on to the difference between being a property owner or the homeowner as well as if the home needs to be owner occupied to add an ADU. The group discussed parameters for the survey as well as likelihood of which direction Council will place support. Johnson commented on the nuances of a survey and the results as well as initial understandings compared to detailed descriptions. Segelbaum commented on the generalness of the survey comments and staff responded intent was to understand initial responses. Commissioners commented again that it would be beneficial for residents to understand the goal of Council in advance of the survey distribution.

The group went on to discuss the way the responses are listed and what format would solicit the clearest resident responses. The staff reminded the group the survey is an information gathering exercise, to use the feedback to draft language for the zoning code, then move forward with the standard hearing procedure.

The group discussed survey layout, process, other avenues of information, and the website.

Chair Pockl ended the televised portion of the meeting at 7:23pm

6. Council Liaison Report

Council Member La Mere-Anderson updated the Commission on the most recent Council Work Session and Council Meeting. She informed them the Council reviewed the Annual Report and Work Plan, had approved a fee schedule which included the new Outdoor Service Area permit, and also appointed Ellen Brenna to the Commission. She noted that the Planning Commission and Board of Zoning Appeals were both still in need of youth members. Commissioners were reminded of the upcoming Board and Commission Appreciation Dinner.

7. Other Business

Staff reminded Commissioners that Chair Pockl was the scheduled representative to the next Board of Zoning Appeals meeting and notified everyone that elections would take place at the next regular Planning Commission meeting.
8. Adjournment

MOTION by Commissioner Segelbaum to adjourn, seconded by Commissioner Johnson and approved unanimously by roll call vote. Meeting adjourned at 8:44 pm.

________________________________
Andy Johnson, Secretary

________________________________
Amie Kolesar, Planning Assistant
Sec. 113-31. Temporary Uses.

(1) __Mobile Food Vending Vendors and Services__

The City Manager or his/her designee may issue a permit for a mobile vendor or service provider, as defined below, mobile food vending operation, defined as a self-contained vehicle or trailer used to prepare and serve food that is ready movable without disassembling, to operate for a temporary period within the City at a specific location. This permit will be valid for a time to be determined based on the type of mobile use as well as the underlying zoning for the location specified by the permit, not to exceed three days in City parks, one day in Residential Zoning Districts, or 120 days in all other zoning districts. Properties in residential zoning districts are limited to two permits in a 12-month period. The permit application shall be on a form promulgated by the City Manager or his/her designee and shall include any information needed to establish compliance with this section. Any application shall include the application fee amount established by the City Council in the Master Fee Schedule, and such fee shall be not refundable if the permit is denied or the applicant withdraws or otherwise ceases operation or use of the permit. All mobile food vending permit applications and permits shall be subject to the following conditions:

a. _Definitions._

1. **Mobile Food Vendor** - A self-contained vehicle or trailer that is readily movable without disassembling, used to prepare and serve food to customers.

2. **Mobile Assistive Services** - A self-contained vehicle or trailer that is readily movable without disassembling, used to provide medical, legal, educational, and other assistive services to residents or customers. Public Services provided by the City are exempt from this definition.

3. **Mobile Retail/Service Vendors** - A self-contained vehicle or trailer that is readily movable without disassembling, used for the sale of products or services such as: pet grooming, florists, and other uses consistent with those permitted in the Commercial Zoning District.

b. _Permit Duration._ A temporary permit for any mobile vendor or service provider shall be subject to a restriction on the amount of time it can operate and occupy a given location. This duration shall be determined by the type of use and its location, as shown in the table below.

<table>
<thead>
<tr>
<th>Zoning District(s)</th>
<th>Mobile Food Vendor</th>
<th>Mobile Assistive Services</th>
<th>Mobile Retail/Service Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Residential</td>
<td>≤ 1 day</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Moderate Density Residential</td>
<td>≤ 1 day</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>≤ 1 day</td>
<td>≤ 3 days</td>
<td>-</td>
</tr>
<tr>
<td>High Density Residential</td>
<td>≤ 1 day</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
</tr>
<tr>
<td>Commercial</td>
<td>≤ 3 days, ≤ 120 days</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
</tr>
<tr>
<td>Mixed Use (MU-N, MU-C, MU-E)</td>
<td>≤ 3 days, ≤ 120 days</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
</tr>
<tr>
<td>Light Industrial/Industrial</td>
<td>≤ 3 days, ≤ 120 days</td>
<td>≤ 3 days</td>
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</tr>
<tr>
<td>Office</td>
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</tr>
<tr>
<td>Institutional-Assembly</td>
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<td>≤ 3 days</td>
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<tr>
<td>Institutional-Parks &amp; Natural Areas</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
</tr>
</tbody>
</table>
c. **Permit Regulations.** Mobile Vendors are subject to the following rules and regulations:

1. a. With the permit application, the applicant shall provide written proof that the applicant is the current holder of all licenses required by the County and the State, as applicable, with respect to a mobile food vending operation in which food is prepared and served on a vehicle or trailer, and the vendor shall maintain such license in good standing for the duration of the permit.

2. b. The vendor shall comply with all other applicable provisions of the City Code, including, but not limited to, those regulations regarding parking, signage, lighting, and sound.

3. c. A permit is valid for only one mobile food vending vehicle or trailer.

4. d. The permitted days of operation shall be set forth in the permit. A vendor that has obtained a permit under this section, upon the expiration thereof, may apply for another permit under this section.

5. e. The permit application shall contain a signed statement that the applicant shall hold harmless the City, and their officers and employees, and shall indemnify the City, and their officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.

6. f. If the application seeks to operate a vending operation in a City-owned property and/or on the public right-of-way, the application shall include documentation satisfactory to the City Manager or his/her designee evidencing the applicant’s public liability, food products liability, automobile liability, and property damage insurance and that the City is or will be named as an additional insured on such insurance for all the permitted days of operation. Such insurance shall be maintained without change for the duration of the permitted days of operation.

7. g. The permit shall set forth the location where the vending operation may operate and it shall be a violation of this section for any vendor to engage in vending operations in any location in the City other than the location set forth in the permit.

8. Mobile food vendors must be located at least 10 feet from all principal and accessory structures as well as five feet from side and rear yard property lines.

9. h. Overnight parking and storage by the vendor is prohibited at the permitted location. The vendor must vacate the permitted location when not engaging in vending operations. Hours of vending operation are limited to 8:00 a.m. to 10:00 p.m., at which time the vendor shall vacate the permitted location. These time limits will apply to all permits, unless otherwise limited or extended by the City Manager or his/her designee, as set forth in the permit. Permits approved for vending operations on properties located in Residential Zoning Districts are limited to an eight-hour time period maximum.

10. i. With the permit application, the applicant shall provide written proof permission from the owner of the property at the permitted location to engage in vending operations at those location. If the permitted location is located on City-owned property, the issuance of the permit by the City shall constitute such permission.
11. j. The vendor must keep a copy of the permit with the vending unit and demonstrate compliance with the permit and the permit conditions set forth in this section upon inspection.

12. k. The vending operation may be located on public right-of-way unless right-of-way adjacent to the property for which the permit is issued, with the service window facing the curbside of the street. The vending operation may not block sidewalks or drive aisles, impede pedestrian or vehicular traffic, or interfere with public safety.

13. l. The vending operation shall be located on an impervious surface unless unique circumstances cause the City Manager or his/her designee to permit the operation to be located on a pervious surface.

14. m. No vending operation may occupy accessible parking spaces or parking spaces used to fulfill any property’s minimum parking requirements under this Code, unless the applicable property owner can demonstrate that parking would be adequately supplied during the vending operations.

15. n. The vendor must provide and remove trash and recycling receptacles for customer use and keep the site in a neat and orderly fashion. The permitted location must be kept free from litter, refuse, debris, junk or other waste which results in offensive odors or unsightly conditions. The vendor shall be responsible for all litter and garbage left by customers.

16. o. No vending operation may be located within 200 feet at its closest point to the main entrance of a permanent business offering similar products or services, a public eating establishment, or any outdoor dining area with the exception of other mobile food vendors and except with the written consent of the proprietor of the permanent establishment or dining area. This restriction does not apply to proximity from other mobile vendors. No person shall either pay or accept payment for such written consent. With the permit application, the applicant shall provide written permission from the proprietor when applicable.

17. p. No vending operation may be located within 1,000 feet at its closest point to a school while the school is in session unless written permission from the school principal is provided in the permit application. With the permit application, the applicant shall provide written permission from the principal when applicable.

18. q. Permits issued for vending operations on properties located in Residential Zoning Districts must limit sales to the property owner and other private parties associated with the private event. The vending operation shall not serve the general public unless a special event permit is approved by the City.

19. r. For properties zoned Single-Family Residential (R-1) or Moderate Density Residential (R-2) no more than two events per calendar year involving mobile vendors are permitted at the address provided in the application. Exceptions to this two-event limit may be considered by the City Manager or their designee.

20. s. The placement, duration, or any other applicable requirements for operation under this section may be superseded by the provisions of an approved special event permit.

21. t. If, while holding a permit granted under this section, a vendor violates any provision of this section, in addition to any other remedy provided under this Code, the City Manager or his/her designee may revoke the permit and/or prohibit
such vendor from obtaining a new permit under this section for a period not exceeding 13 months from the date of such violation for properties in Residential Zoning Districts and not exceeding 30 days from the date of such violation for properties in all other zoning districts.
ORDINANCE NO. 739
AN ORDINANCE AMENDING THE CITY CODE
Amending Chapter 113 Zoning in order to Establish Allowed Mobile Retail and Service Uses

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

Section 1. City Code Section 113-31, Article II, Subdivision (d)(1) is amended to read as follows and renumbering sections (d)(1)(a) through (d)(1)(s) accordingly

(1) Mobile Vendors and Services. The City Manager or their designee may issue a permit for a mobile vendor or service provider, as defined below, to operate for a temporary period within the City at a specific location. This permit will be valid for a time to be determined based on the type of mobile use as well as the underlying zoning for the location specified by the permit. Any application shall include the application fee amount established by the City Council in the Master Fee Schedule, and such fee shall be not refundable if the permit is denied or the applicant withdraws or otherwise ceases operation or use of the permit.

a. Definitions.

1. Mobile Food Vendor- A self-contained vehicle or trailer that is readily movable without disassembling, used to prepare and serve food to customers.

2. Mobile Assistive Services- A self-contained vehicle or trailer that is readily movable without disassembling, used to provide medical, legal, educational, and other assistive services to residents or customers. Public Services provided by the City are exempt from this definition.

3. Mobile Retail/Service Vendors - A self-contained vehicle or trailer that is readily movable without disassembling, used for the sale of products or services such as: pet grooming, florists, and other uses consistent with those permitted in the Commercial Zoning District.

b. Permit Duration. A temporary permit for any mobile vendor or service provider shall be subject to a restriction on the amount of time it can operate and occupy a given location. This duration shall be determined by the type of use and its location, As shown in the table below.

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<thead>
<tr>
<th>Zoning District(s)</th>
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<th>Mobile Retail/Service Vendors</th>
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<tbody>
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<td>Single-Family Residential</td>
<td>≤ 1 day</td>
<td>-</td>
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</tr>
<tr>
<td>Moderate Density Residential</td>
<td>≤ 1 day</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>≤ 1 day</td>
<td>≤ 3 days</td>
<td>-</td>
</tr>
</tbody>
</table>
### Permit Regulations

Mobile Vendors are subject to the following rules and regulations:

**Section 2.** City Code Section 113-31, Article II, Subdivision (d)(1)(c)(1) is amended to read as follows:

1. With the permit application, the applicant shall provide written proof that the applicant is the current holder of all licenses required by the County and the State, and the vendor shall maintain such license in good standing for the duration of the permit.

**Section 3.** City Code Section 113-31, Article II, Subdivision (d)(1)(c)(3) is amended to read as follows:

3. A permit is valid for only one mobile vehicle or trailer.

**Section 4.** City Code Section 113-31, Article II, Subdivision (d)(1)(c)(6) is amended to read as follows:

6. If the application seeks to operate on a City-owned property and/or on the public right-of-way, the application shall include documentation satisfactory to the City Manager or their designee evidencing the applicant's public liability, food products liability, automobile liability, and property damage insurance and that the City is or will be named as an additional insured on such insurance for all the permitted days of operation. Such insurance shall be maintained without change for the duration of the permitted days of operation.

<table>
<thead>
<tr>
<th>High Residential Density</th>
<th>≤ 1 day</th>
<th>≤ 3 days</th>
<th>-</th>
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<tbody>
<tr>
<td>Commercial</td>
<td>≤ 3 days, ≤ 120 days</td>
<td>≤ 3 days</td>
<td>-</td>
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<tr>
<td>Mixed Use (MU-N, MU-C, MU-E)</td>
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<tr>
<td>Light Industrial/Industrial</td>
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<td>≤ 3 days</td>
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<tr>
<td>Office</td>
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<td>Institutional-Parks &amp; Natural Areas</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
<td>≤ 3 days</td>
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</tbody>
</table>
Section 5. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(7) is amended to read as follows:

7. The permit shall set forth the location where the vendor may operate and it shall be a violation of this section for any vendor to engage in vending operations in any location in the City other than the location set forth in the permit.

Section 6. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(8) is amended to read as follows:

8. Mobile vendors must be located at least 10 feet from all principal and accessory structures as well as five feet from side and rear yard property lines.

Section 7. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(9) is amended to read as follows:

9. Overnight parking and storage by the vendor is prohibited at the permitted location. The vendor must vacate the permitted location when not engaging in vending operations. Hours of vending operation are limited to 8:00 a.m. to 10:00 p.m., at which time the vendor shall vacate the permitted location. These time limits will apply to all permits, unless otherwise limited or extended by the City Manager or their designee, as set forth in the permit. Permits approved for vending operations on properties located in Residential Zoning Districts are limited to an eight-hour time period maximum.

Section 8. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(12) is amended to read as follows:

12. The vending operation may be located on public right-of-way adjacent to the property for which the permit is issued, with the service window facing the curbside of the street. The vending operation may not block sidewalks or drive aisles, impede pedestrian or vehicular traffic, or interfere with public safety.

Section 9. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(13) is amended to read as follows:

13. The vending operation shall be located on an impervious surface unless unique circumstances cause the City Manager or their designee to permit the operation to be located on a pervious surface.

Section 10. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(16) is amended to read as follows:

16. No vending operation may be located within 200 feet at its closest point to the main entrance of a permanent business offering similar products or services except with the written consent of the proprietor of the permanent establishment. This restriction does not apply to proximity from other mobile vendors. No person shall either pay or accept payment for such written consent. With the permit application, the applicant shall provide written permission from the proprietor when applicable.
Section 11. City Code Section 113-31, Article II, Subdivision (d)(1)(c)(19) is amended to read as follows:

19. For properties zoned Single-Family Residential (R-1) or Moderate Density Residential (R-2) no more then 2 events per calendar year involving mobile vendors are permitted at the address provided in the application. Exceptions to this 2 event limit may be considered by the City Manager or their designee.

Section 12. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 7th day of June, 2022.

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

ATTEST:

/s/ Theresa J. Schyma  
Theresa J. Schyma, City Clerk
RESOLUTION NO. 22-058

RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 739

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

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

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. 739

AN ORDINANCE AMENDING THE CITY CODE
Amending Chapter 113 Zoning in order to Establish Allowed Mobile Retail and Service Uses

This is a summary of the provisions of Ordinance No. 739 which has been approved for publication by the City Council.

At the June 7, 2022 City Council meeting, the Golden Valley City Council enacted Ordinance No. 739 amending City Code, Chapter 113 to allow for additional types of temporary mobile uses in addition to food trucks. The full ordinance is available to the public at the City Clerk’s Office, 7800 Golden Valley Road during normal business hours and online at www.goldenvalleymn.gov/code/.

Passed by the City Council of the City of Golden Valley, Minnesota on June 7, 2022.

___________________________
Shepard M. Harris, Mayor

Attested:

___________________________
Theresa Schyma, City Clerk
# REVIEW OF COUNCIL CALENDAR

<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUNE</strong></td>
<td></td>
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<tr>
<td><strong>Tuesday, June 14</strong></td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<tr>
<td>Council Work Session</td>
<td></td>
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<tr>
<td><strong>Wednesday, June 15</strong></td>
<td>5:00 PM - 8:00 PM</td>
<td>Fire Station 1 7800 Golden Valley Rd</td>
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<tr>
<td>Public Safety Open House</td>
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<tr>
<td><strong>Thursday, June 16</strong></td>
<td>4:00 PM - 7:00 PM</td>
<td>Golden Valley City Hall 7800 Golden Valley Rd</td>
</tr>
<tr>
<td>Golden Valley Electric Vehicle Showcase</td>
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<tr>
<td><strong>Friday, June 17</strong></td>
<td>AM Show - 10:00 AM</td>
<td>Breck School’s Carlson Theatre - 123 Ottawa Ave N</td>
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<tr>
<td>Kumbayah: The Juneteenth Story Live Play (two performances)</td>
<td>Reception - 5:30 PM</td>
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<td></td>
<td>PM Show - 7:00 PM</td>
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<tr>
<td><strong>Saturday, June 18</strong></td>
<td>9:00 AM</td>
<td>Bassett Creek Park, Crystal</td>
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<tr>
<td>Bird Dash 5K/1K Family Fun Run</td>
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<tr>
<td><strong>Sunday, June 19</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td>Market in the Valley</td>
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<tr>
<td><strong>Tuesday, June 21</strong></td>
<td>6:30 PM</td>
<td>Hybrid - Brookview</td>
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<td>HRA Meeting</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Brookview</td>
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<tr>
<td><strong>Thursday, June 23</strong></td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Valley View Room</td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
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<tr>
<td><strong>Sunday, June 26</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<td>Market in the Valley</td>
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<tr>
<td><strong>JULY</strong></td>
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<tr>
<td><strong>Sunday, July 3</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<td>Market in the Valley</td>
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<tr>
<td><strong>Monday, July 4</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td>City Offices Closed for Observance of Independence Day</td>
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<tr>
<td><strong>Tuesday, July 5</strong></td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<td>City Council Meeting</td>
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<td><strong>Sunday, July 10</strong></td>
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<td>Market in the Valley</td>
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<tr>
<td><strong>Monday, July 11</strong></td>
<td>7:00 PM - 8:00 PM</td>
<td>Brookview Park</td>
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<td>Ice Cream Social</td>
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<td><strong>Tuesday, July 12</strong></td>
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<td>Special Council Training Session</td>
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<td>Hybrid - Council Chambers</td>
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<tr>
<td>Council Work Session</td>
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<tr>
<td><strong>Sunday, July 17</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td>Market in the Valley</td>
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<tr>
<td><strong>Tuesday, July 19</strong></td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>City Council Meeting</td>
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<tr>
<td><strong>Sunday, July 24</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<td>Market in the Valley</td>
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<tr>
<td><strong>Thursday, July 28</strong></td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Valley View Room</td>
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<td>Golden Valley Business Council Meeting</td>
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<tr>
<td><strong>Sunday, July 31</strong></td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td>Market in the Valley</td>
<td></td>
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</tbody>
</table>