

# City Council

## REGULAR MEETING AGENDA

February 4, 2020 – 6:30 pm

Council Chambers  
Golden Valley City Hall  
7800 Golden Valley Road

### 1. Call to Order

- A. Pledge of Allegiance – Girl Scouts to Lead Pledge
- B. Roll Call
- C. Annual Discover St. Louis Park Presentation

**Pages**

3-16

### 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 Minutes:

- 1. City Council Meeting – January 7, 2020 17-20
- 2. City Council Executive Session – January 14, 2020 21
- 3. City Council Meeting – January 21, 2020 22-27

#### B. Approval of City Check Register 28

#### C. Licenses:

- 1. Approve General Business License – Multi-Family Rental Property 29-30
- 2. Gambling License Exemption and Waiver of Notice Requirement – Children’s Hospital Association 31-35

#### D. Minutes of Boards and Commissions:

- 1. Civil Service Minutes – September 13, 2019 36-37
- 2. Environmental Commission – November 23, 2019 38-40
- 3. Human Rights Commission – December 17, 2019 41-42
- 4. Rising TIDES Task Force – December 10, 2019 43-45
- 5. Bassett Creek Watershed Management Commission – December 19, 2019 46-50

#### E. Approval of Bids, Quotes and Contracts:

- 1. Approve Purchase of Sanitary Sewer Flow Meter Upgrades 51-52
- 2. Authorize Agreement for Synthetic Turf on the Lawn Bowling Green at Brookview 53-63
- 3. Authorize Grant Agreement with Hennepin County for Scoreboards for Isaacson Park 64-76

#### F. Acceptance of Grants and Donations:

- 1. Adopt Resolutions Supporting Hennepin County Grant Funding Applications 20-10, 20-11, 20-12, 20-13 and 20-14 77-84

#### G. Appointment of Election Judges and Absentee Ballot Board for Presidential Primary Election on March 3, 2020 20-15 85-87



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**3. Consent Agenda - continued**

- H. Approve Resolution for 2020 Pavement Management Program to Approve the Plans and Specifications and Order Advertisement of Bids, Project No. 20-01 20-16 88-91
- I. Amending 2020 General Wages and Salaries for Equity, Inclusion & Volunteer Staff and 2020 Budget Amendment 20-17 92-93

**4. Public Hearing**

**5. Old Business**

**6. New Business**

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

- A. City Adoption of 2040 Comprehensive Plan 94
- B. Review of Council Calendar
- C. Mayor and Council Communications
  - 1. Other Committee/Meeting updates

**7. Adjournment**



# EXECUTIVE SUMMARY

## City Administration

763-593-8006 / 763-593-8109 (fax)

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**Golden Valley City Council Meeting**  
**February 4, 2020**

### **Agenda Item**

1. C. Annual Discover St. Louis Park Presentation

### **Prepared By**

Tim Cruikshank, City Manager

### **Summary**

Becky Bakken, President and CEO of Discover St. Louis Park will be in attendance to present the Council with a year-end update for Discover St. Louis Park.

### **Financial Or Budget Considerations**

Not applicable

### **Attachments**

- Discover St. Louis Park 2019 Annual Report (2 pages)
- Discover St. Louis Park PowerPoint Presentation (11 pages)

# 2019 ANNUAL REPORT



Discover  
St. Louis Park

Discover St. Louis Park's mission is to strengthen the awareness of St. Louis Park and Golden Valley as a prime meeting and visitor destination, stimulate economic development and support community growth.

MINNESOTA'S SWEET SPOT<sup>SM</sup>



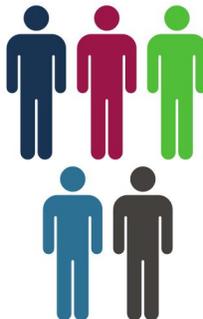
## TOURISM IN MINNESOTA

- \$15.3 billion** in gross sales per year
- \$42 million** per day
- 270,000** full & part-time jobs
- 11%** of private sector employment
- 18%** of all MN sales taxes

Without the tax revenue generated by tourism the average Minnesota household would owe an additional \$625 in state and local taxes each year.

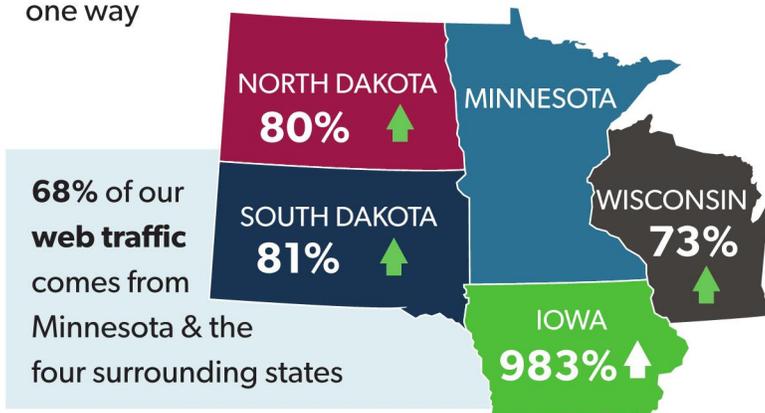
## WHO ARE OUR VISITORS?

- Average HHI: **\$103,208**
- Average party: **2**
- **72%** are married
- Average age: **46** years old
- **74%** leisure / **26%** business
- Length of stay: **1.9** nights



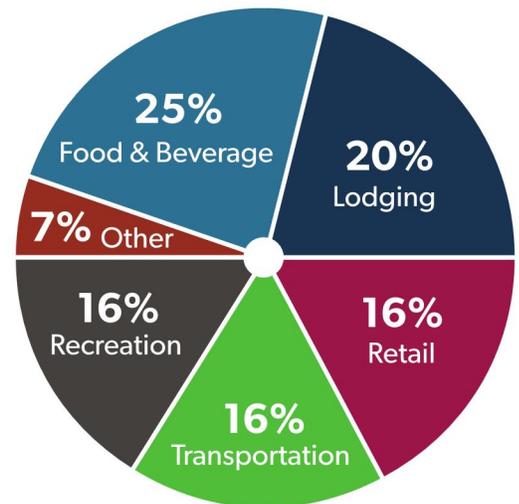
## WHERE DO OUR VISITORS COME FROM?

- **75%** of metro area visitors are from MN, ND, SD, IA & WI
- **53%** from Minnesota
- **80%** arrive via car and travel an average of 300 miles one way



## TOURISM MEANS ECONOMIC VITALITY

Spending by sector



St. Louis Park and Golden Valley's **9** hotel properties collectively employed more than **495** people in 2019.

Tourism generated 41 million in visitor lodging spending and \$158 million in visitor spending throughout our communities.

## MARKETING TACTICS

- Digital Efforts
- Print Advertising
- Connected TV
- Radio
- Billboards
- Other Channels



## DIGITAL MARKETING

### Engaging Social Media

3% ↑  FACEBOOK  
8,285 followers

4% ↑  TWITTER  
1,270 followers

32% ↑  INSTAGRAM  
1,281 followers

### Bimonthly E-Newsletter

- "Sweet Happenings"
- 2,275 subscribers
- 17.8% open rate

## LEAD GENERATION & ESTIMATED ECONOMIC IMPACT

Groups Leads Sent	249
Total room night opportunities	52,729
Average EEI per lead	\$79,378

Leisure Leads - 14,880

**Total Estimated Economic Impact** | **\$20,208,403**

↑ **26% over 2018**



**13 MEMBER ACTIVE BOARD**

## DSLPG LODGING TAX SUMMARY



## EXECUTIVE SUMMARY

- St. Louis Park and Golden Valley lodging tax collection was up year over year by \$43,459, even with 2018 being the year that Minneapolis hosted the Super Bowl.
- Tourism's total Estimated Economic Impact was up 26% over 2018.
- Occupancy and Revenue Per Available Room (RevPAR) continue to remain up from years prior.
- Annual Average Occupancy is 71% - This remains an attractive number for potential hotel growth and expansion.

CLOSE TO  
MINNEAPOLIS.  
FAR FROM ORDINARY.

Uber-close to Minneapolis attractions.  
A stone's throw from hiking and biking trails.  
Walking distance to restaurants and shopping.

Discover  
St. Louis Park

MINNESOTA'S SWEET SPOT<sup>SM</sup>

2019 End of Year

Discover  
St. Louis Park

MINNESOTA'S SWEET SPOT<sup>SM</sup>

A Destination Marketing Organization  
Representing St. Louis Park  
And Golden Valley

*Discover St. Louis Park's mission is to strengthen the awareness of  
St. Louis Park and Golden Valley as a prime meeting and  
visitor destination, stimulate economic development  
and support community growth.*

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## Minnesota State Statute



### M.S. 469.190 Local Lodging Tax

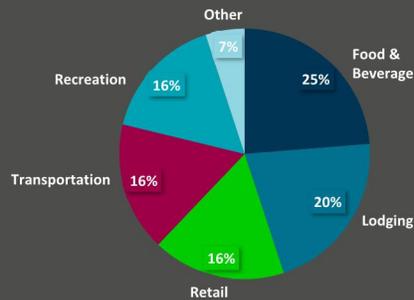
*Ninety-five percent of the gross proceeds from any tax imposed under subdivision 1 shall be used by the statutory or home rule charter city or town to fund a local convention or tourism bureau for the purpose of marketing and promoting the city or town as a tourist or convention center.*

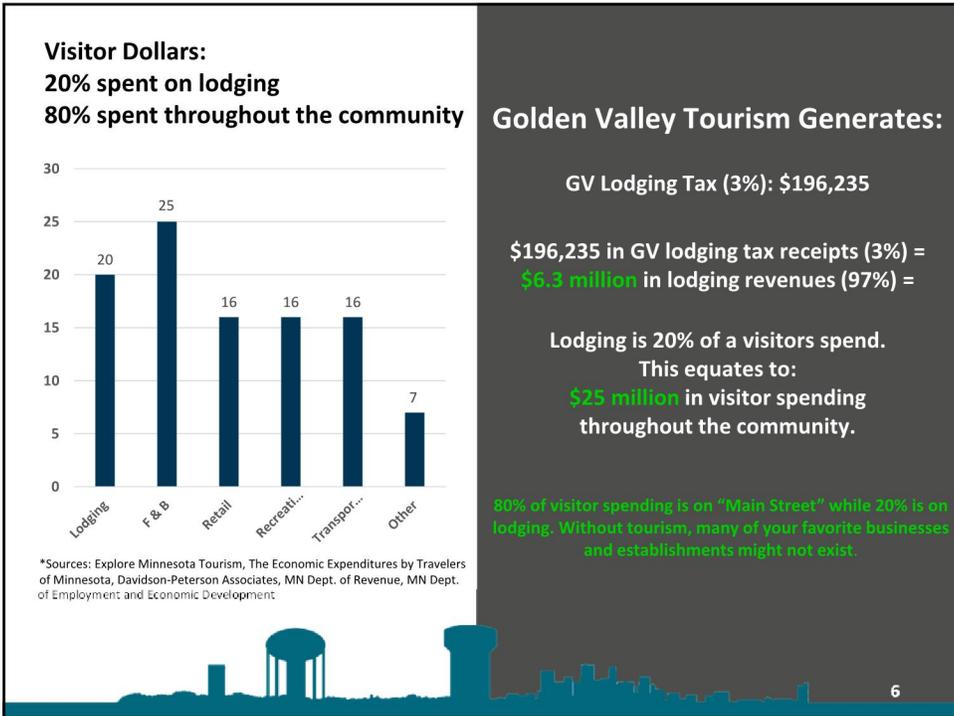
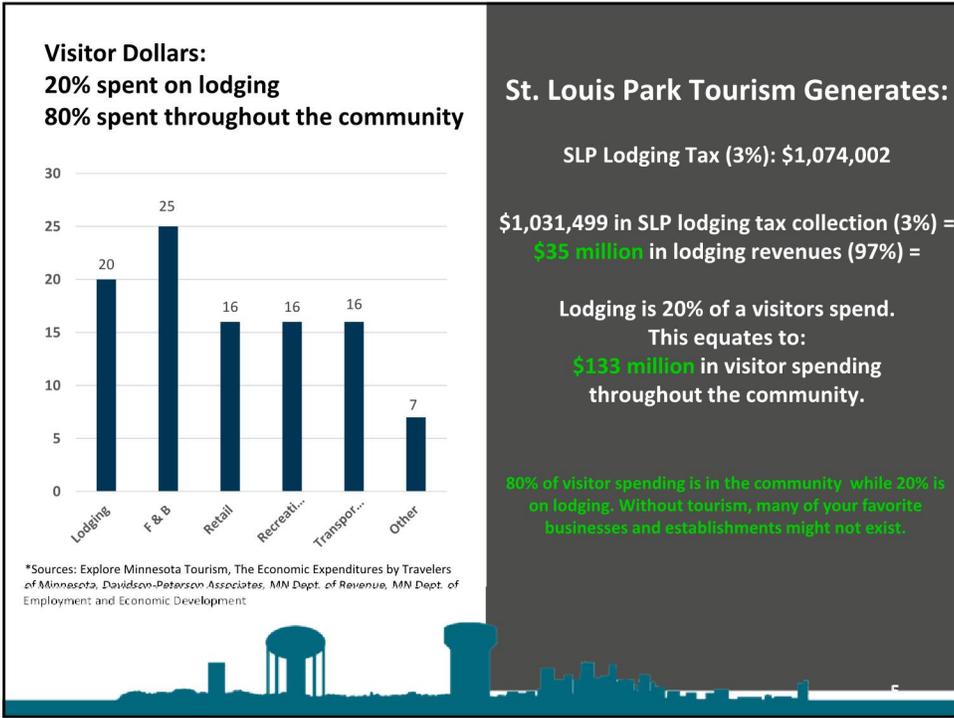
*Discover St. Louis Park is a non-profit organization 501 (c) 6, governed by a 13-member board, plus representation from Golden Valley*

## Tourism Means Economic Vitality for St. Louis Park and Golden Valley

- St. Louis Park and Golden Valley's nine hotel properties collectively employed more than **495 people** in 2019.
- Tourism generated **\$41 million** in visitor lodging spending and another **\$158 million** in visitor spending throughout our communities.
- Tourism supports existing companies, while stimulating the development of new business and event opportunity.

Travel Spending by Sector





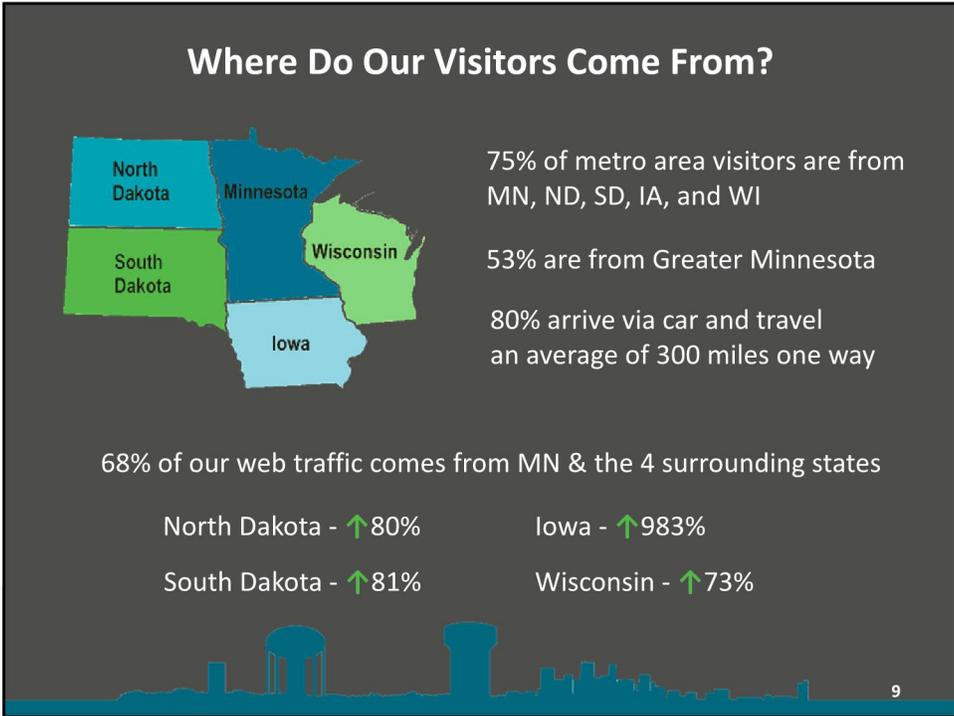


## Who Are Our Visitors?



- Average HHI \$103,208
- Average party 2
- 72% are married
- Average age 46 years old
- 74% leisure / 26% business
- Length of stay 1.9 nights
- 52% Day Trippers





### Marketing Tactics

**Digital**

- Improved website homepage
- Robust digital marketing program, with site retargeting & geofencing
- Strong social media presence
- YouTube marketing
- Chinook Book app with mobile coupons
- Sweet Happenings newsletter

**Print Advertising**

- Explore Minnesota Travel Guide
- MPLS/St. Paul Official Visitors Guide
- Minnesota Meetings + Events
- Twin Cities Business
- Minnesota Bride
- Minnesota Monthly
- Midwest Living
- Lavender

**Videos**

- Sweet Escapes Video Itineraries

**Radio**

- Twins Radio Network
- Minnesota Public Radio
- The Current
- KFAN Network
- KOOL 108 Xmas

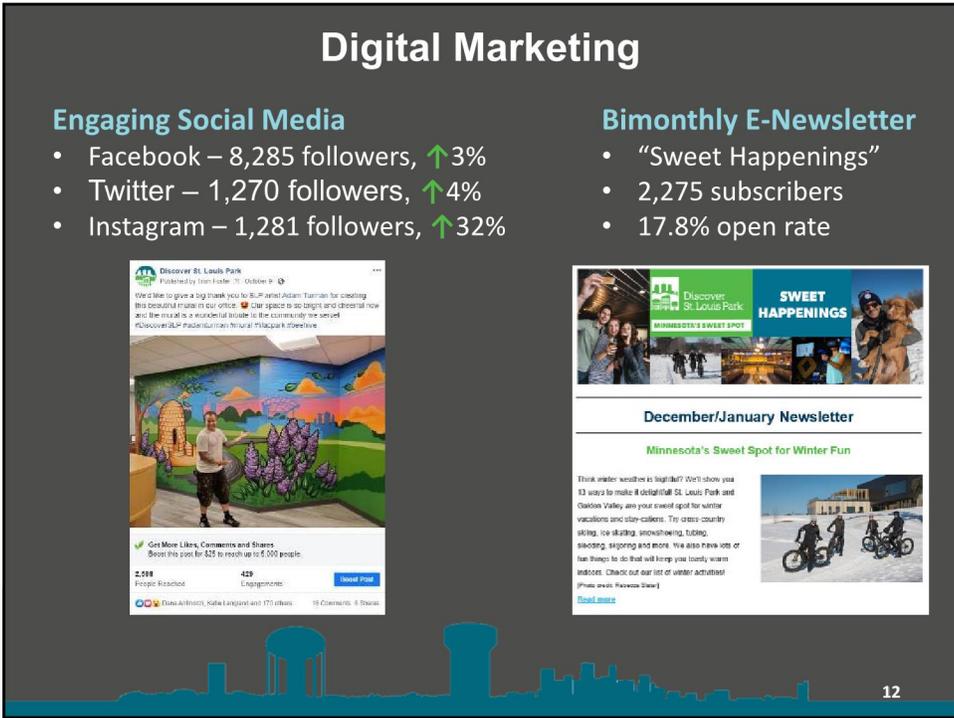
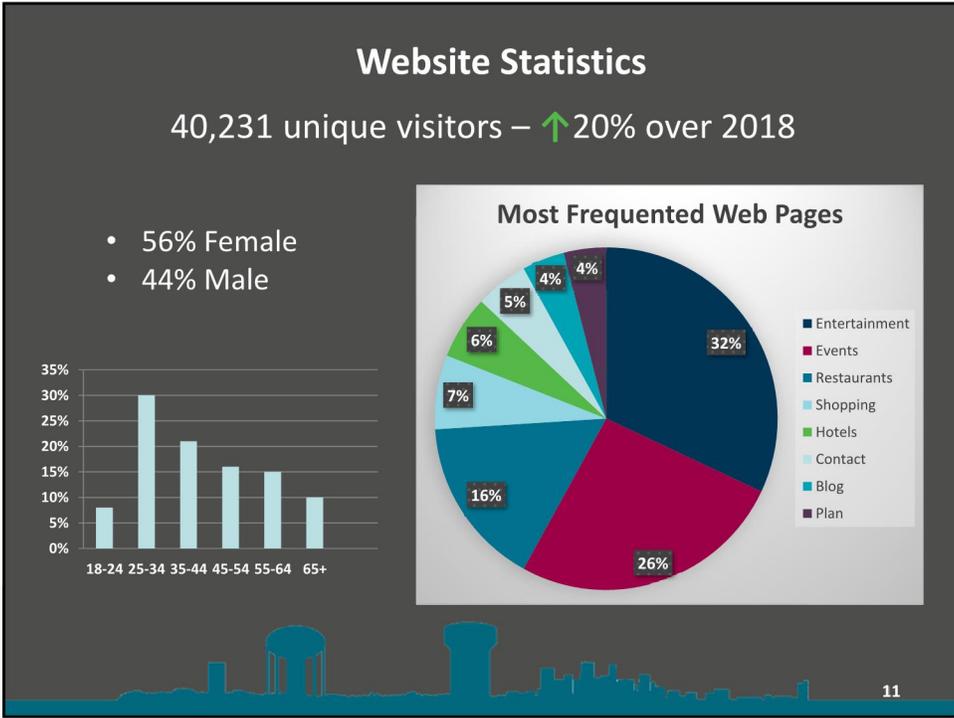
**Billboards**

- Greater MN, North and South Dakota
- MSP Airport – Concourses C, F, G & baggage claim

**Other Channels**

- Mall of America kiosk distribution
- MSP Airport brochure distribution

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## Lead Generation & Estimated Economic Impact

<p>Groups Leads Sent – <b>249</b> (↓7%)</p> <p>Total room night opportunities – <b>52,729</b></p> <p>Average EEI* per lead – <b>\$79,378</b> (↑37%)</p> <p>Group EEI – <b>\$19,765,171</b></p>	<p>Leisure Leads** – <b>13,680</b></p> <p>Leisure EEI*** – <b>\$443,232</b></p>
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**TOTAL ESTIMATED ECONOMIC IMPACT: \$20,208,403 (↑26%)**

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\*Estimated Economic Impact:  
Overnight visitor: \$245 x # of nights stayed  
Event attendee (no room night): \$70 x # of days attended

\*\*Leisure leads = Destination Guides distributed to visitors and residents (print and digital)  
\*\*\*1,368 x \$108 x 3

Explore Minnesota Tourism, The Economic Impact of Expenditures by Travelers on Minnesota, Davidson-Peterson Associates; MN Dept. of Revenue, MN Dept. of Employment & Economic Development, Bureau of Labor Statistics; U.S. Travel Association. Sources



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## 2019 Group Highlights

**Lutheran Church Missouri Synod 2019 Youth Gathering**

- Precursor to the 2021 ELCA Youth Gathering
- Over 1,500 rooms contracted for the event
- Estimated Economic Impact: **\$367,500**

**Chinese Women’s National Hockey Team**

- Extended stay in the city while training at SLP Rec Center
- 20 nights / Holiday Inn Express upon arrival
- Estimated Economic Impact: **\$58,800**

**MYHockey - Gopher State Outdoor Veterans Cup & Gopher State Presidents Cup**

- 39 teams (ages 9-14) from outside of MN
- Hosted at the SLP Rec Center & the ROC
- 1,101 Room nights in 2019 (1<sup>st</sup> and 4<sup>th</sup> Quarter)
- Estimated Economic Impact: **\$481,675**





\*Sources: Explore Minnesota Tourism, The Economic Impact of Expenditures by Travelers on Minnesota, Davidson-Peterson Associates; MN Dept. of Revenue, MN Dept. of Employment & Economic Development, Bureau of Labor Statistics; U.S. Travel Association.



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## Community Partner: Golden Valley

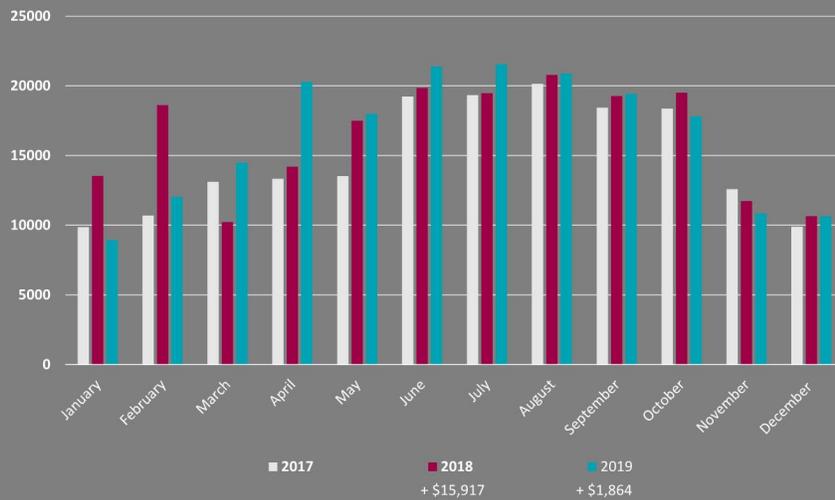


- Brookview Golf Course Annual Hole Sponsorship
- Golden Valley Greens Classic Benefitting Essential GV Services
- Arts & Music Festival
- Pride Festival



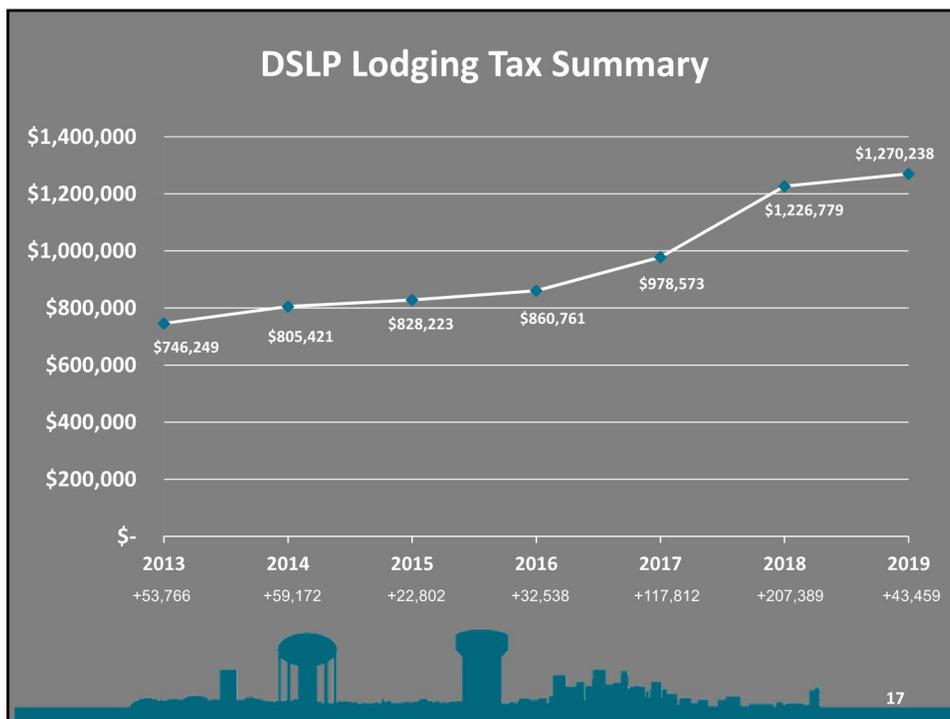
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## DSLIP Lodging Tax Golden Valley Summary



Collection began in January 2017  
Two Hotels / 244 Rooms

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### Looking Ahead - Strategic Landscape




- Metro area is a competitive market - 22+ DMO's
- Minneapolis had 2,000 more hotel rooms in 2019 than in 2018
- Metro visitors continue to increase
- We continue to foster relationships with appropriate regional partners
- Metrics for Occupancy and Revenue Per Available Room represent a 3-year high
- Annual average occupancy at 71% (a solid percentage)

### DSL P Team



Becky Bakken  
President & CEO



Seth Flolid  
Business Development Director



Trish Foster  
Marketing Director



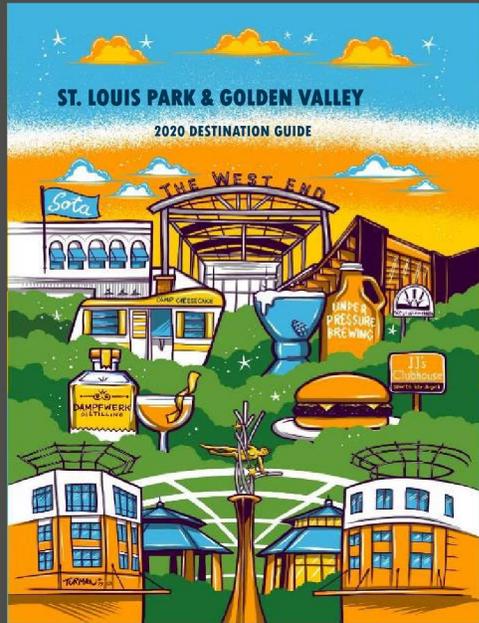
Eva Hansen  
Office Administrator



Yande Musonda  
Business Development  
Manager

### 2020 Board of Directors

- Beth Anderson, Area Director of Sales – TPI Hospitality
- Brad Bakken – Citizens Independent Bank (*Treasurer*)
- Keith Broady, Attorney – Lommen Abdo, P.A.
- Jodi Coyer, Senior Property Manager (West End) – Mid America Group (*Chair-Elect*)
- Tim Cruikshank, City Manager – City of Golden Valley
- Shannon Full, President/CEO – TwinWest Chamber of Commerce
- Tom Harmening, City Manager – City of St. Louis Park
- Claire Holder, Director of Sales – Minneapolis Marriott West & Courtyard by Marriott
- Mike Kottke, Director of Sales & Marketing – DoubleTree by Hilton Minneapolis-Park Place (*Chair*)
- Shannon Full, President/CEO – TwinWest Chamber of Commerce
- Felicia Schaefer, Co-Owner – Twin Cities Road Crew
- Jatin Setia – Twin Cities Film Fest
- John Smith – Smith Architects (*Past Chair*)
- Jake Spano, Mayor – City of St. Louis Park



Adam Turman Original Design

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## City Council

# REGULAR MEETING MINUTES

January 7, 2020 – 6:30 pm

Council Chambers  
Golden Valley City Hall  
7800 Golden Valley Road

### 1. Call to Order

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

#### 1A. Outgoing Council Member Recognition

City Manager Cruikshank presented a gift of thanks to outgoing Council Members Clausen and Schmidgall. The Council thanked Council Members Clausen and Schmidgall for their years of service to the City. Council Members Clausen and Schmidgall thanked the Council, the Golden Valley residents and City staff.

#### 1B. Oath of Office

Judge Quaintance administered the Oath of Office to Mayor Harris and Council Member Harris. Judge Hvass Sanberg administered the Oath of Office to Council Member Kimberly Sanberg.

#### 1C. Seating of the Council

Council Members Sanberg and Harris thanked the Golden Valley residents, their volunteers who assisted during their campaigns, their families and Council Members Clausen and Schmidgall for their years of service. Mayor Harris thanked his family and supporters, the past Council, City staff and welcomed the new Council Members.

#### 1D. Pledge of Allegiance

#### 1E. Roll Call

Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, Gillian Rosenquist and Kimberly Sanberg

Staff present: City Manager Cruikshank, City Attorney Cisneros and City Clerk Luedke

### 2. Additions and Corrections to Agenda

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to approve the agenda of January 7, 2020, as submitted and the motion carried.

### 3. Approval of Consent Agenda

**MOTION** made by Council Member Rosenquist, seconded by Council Member Harris to approve the consent agenda of January 7, 2020, as submitted and the motion carried.

#### 3A. Approval of Minutes:

3A1. City Council Meeting – December 17, 2019

3B. Designate the *Crystal/Golden Valley/New Hope/Robbinsdale SunPost* as the 2020 official newspaper for the City of Golden Valley.

3C. Approve City Check Register and authorize the payments of the bills as submitted.

**3. Approval of Consent Agenda - continued**

- 3D.** Adopt **Resolution 20-01**, Designating Depository for City Funds.
- 3E.** Licenses:
  - 3E1. Approve Temporary On-sale Liquor License for The Loppet Foundation for their event to at 1221 Theodore Wirth Parkway on January 31 through February 2, 2020.
  - 3E2. Receive and file the Gambling License Exemption and approve the waiver of notice requirement for Pheasants Forever Northwest Suburban Chapter 839.
- 3F.** Minutes of the Boards and Commissions:
  - 3F1. Planning Commission – November 25, 2019
  - 3F2. Board of Zoning Appeals – November 26, 2019
  - 3F3. Human Rights Commission – November 26, 2019
  - 3F4. Rising TIDES Task Force – November 15, 2019
  - 3F5. Bassett Creek Water Management Commission – November 20, 2019
- 3G.** Approval of Bids and Quotes:
  - 3G1. Approve purchase of a 2020 Ford Fire Utility Vehicle from Tenvoorde Ford, Inc. in the amount of \$38,730.56.
  - 3G2. Authorize the Mayor and City Manager to execute a contract with David Drown Associates, Inc. in the form approved by the City Attorney for Compensation Consultant services.
- 3H.** Acceptance of Grants and Donations:
  - 3H1. Adopt **Resolution 20-02**, supporting Submittal of Application to Minnesota Department of Natural Resources Conservation Partners Legacy Grant Program.
- 3I.** Approve usage of credit cards by any city employee who has received prior approval from the appropriate supervisor and approved by the Finance Director and/or City Manager.
- 3J.** Adopt **Resolution 20-03**, making Annual Elections for the 2020-2021 Insurance Policy.
- 3K.** Authorize the Mayor and City Manager to execute an agreement for the 2020 Bike Lane Improvement Project with Short, Elliott Hendrickson, Incorporated in the form approved by the City Attorney to for the 2020 Bike Lane Improvement Project for an amount not to exceed of \$76,465.
- 3L.** Authorize the Mayor and City Manager to execute the School Resource Officer Service Agreement in the form approved by the City Attorney with Independent School District 281.

**4. Public Hearing**

**5. Old Business**

**6. New Business**

**6A. Review of Council Calendar**

Some Council Members may attend the Golden Valley Historical Society Presentation on January 9, 2020, at 7 pm at the Golden Valley Historical Society located at 6731 Golden Valley Road.

Some Council Members may attend the Winter Market in the Valley on January 12, 2020, from 10 am to 2 pm at Brookview located at 316 Brookview Parkway.

**6A. Review of Council Calendar - continued**

A City Council Closed Executive Session will be on January 14, 2020, at 6 pm in the Manager's Conference room.

The next Council/Manager meeting will be on January 14, 2020, at 6:30 pm.

Some Council Members may attend the Global Pointe Senior Living Ribbon Cutting event on January 16, 2020, at 3:30 pm at Global Pointe Senior Living located at 5200 Wayzata Boulevard.

Some Council Members may attend the Narrow Lots Public Forum on January 16, 2020, at 7 pm in the Council Chambers.

Some Council Members may attend the Comedy at Brookview on January 18, 2020, at 8 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Sweet Potato Pie Baking event on January 18, 2020, at 8 am at Calvary Church located at 7520 Golden Valley Road.

Some Council Members may attend the Beyond The Yellow Ribbon Quad Communities Bowling Fundraiser on January 19, 2020, at 11 am at New Hope Bowl located at 7107 42<sup>nd</sup> Avenue in New Hope.

Some Council Members may attend the Beyond The Yellow Ribbon Quad Communities Lunch on January 19, 2020, following the bowling event at Crystal VFW Post #494 located at 5222 56<sup>th</sup> Avenue in Crystal.

Some Council Members may attend the Sweet Potato Pie 6<sup>th</sup> Annual Dr. Martin Luther King, Jr. event on January 19, 2020, from 2 to 4:30 pm at Brookview located at 316 Brookview Parkway.

City Offices are closed on January 20, 2020, in observance of Martin Luther King, Jr. Day.

Some Council Members may attend the 30<sup>th</sup> Annual MLK Holiday Breakfast event on January 20, 2020, at 7 am at the Minneapolis Armory located at 500 South 6<sup>th</sup> Street in Minneapolis.

The next Housing and Redevelopment Authority meeting will be January 21, 2020, at 6:30 pm.

The next City Council will be on January 21, 2020, immediately following the HRA meeting.

**6B. Mayor and Council Communication**

Council Member Rosenquist and Fonnest welcomed the new Council Members and thanked the outgoing Council Members for the service to the City.

**7. Adjourn**

**MOTION** made by Council Member Rosenquist, seconded by Council Member Fonnest and the motion carried to adjourn the meeting at 7:09 pm.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

## City Council

**January 14, 2019 – 6:00 pm**  
City Manager Conference Room  
Golden Valley City Hall  
7800 Golden Valley Road

### EXECUTIVE SESSION MINUTES

The meeting began at 6:02 pm in the City Manager's Conference Room.

The following members were present: Mayor Harris, Council Members Harris, Rosenquist, Fonnest and Sanberg.

Also present were: Timothy J. Cruikshank, City Manager; Jeff Oliver, City Engineer; Maria Cisneros, City Attorney; June Hoidal, Attorney at Zimmerman Reed; Timothy Christensen, Attorney at Zimmerman Reed; and Richard Hansen, Attorney at Zimmerman Reed.

The Mayor closed the meeting pursuant to Minn. Stat. § 13D.05, subd. 3(b). Attorneys from Zimmerman Reed, one of the law firms representing the City in the lawsuit captioned *In re Municipal Stormwater Pond* (Federal Case No. 18-cv-3495), were present to discuss recent developments in the case and to provide legal advice regarding litigation strategy.

The meeting was adjourned at 6:31 pm.

\_\_\_\_\_  
Shepard M. Harris, Mayor

ATTEST:

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager



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## City Council

# REGULAR MEETING MINUTES

January 21, 2020 – Immediately  
following the HRA meeting  
Council Chambers  
Golden Valley City Hall

### 1. Call to Order

Mayor Harris called the meeting to order at 6:42 pm.

#### 1A. Naturalization Recognition

Mayor Harris recognized City staff member Mr. Tomas Romano for completing the Naturalization process and attending the Ceremony. Mr. Romano shared the naturalization process requirements and his background. He thanked the City and staff. City Manager Cruikshank said the City would like to continue the recognitions if other employees or Community members complete the process.

#### 1B. Pledge of Allegiance

#### 1C. Roll Call

Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, Gillian Rosenquist and Kimberly Sanberg

Staff present: City Manager Cruikshank, City Attorney Cisneros and City Clerk Luedke

#### 1D. Representative Winkler

Mayor Harris introduced Representative Winkler. Representative Winkler provided information on the upcoming legislative session, including information on the bonding bills, the State's surplus and policy changes. He answered questions from Council. The Council thanked him for coming.

#### 1E. Resolution Affirming Commitment to Quad Communities Beyond The Yellow Ribbon

Mayor Harris introduced the item and read the Resolution affirming the City's support of the Quad Communities. Ms. Tiffany Kovaleski, president of Beyond The Yellow Ribbon Committee, said the organization recently went through some changes and provided information on them. She also provided the goals and other updates for the Beyond The Yellow Ribbon program. She thanked the City for their support of the program. The Council thanked the Quad Communities for the services.

**MOTION** made by Council Member Rosenquist, seconded by Council Member to adopt **Resolution 20-04**, affirming the City's commitment to Quad Communities Beyond The Yellow Ribbon initiative. Upon a vote being taken the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

### 2. Additions and Corrections to Agenda

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenberg to approve the agenda of January 21, 2020, as submitted and the motion carried.

### 3. Approval of Consent Agenda

**MOTION** made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the consent agenda of January 21, 2020, as revised removal of 3F1-Accept Grant and Donation for Scoreboards at Isaacson Park, 3F2-Accept Donation of Golf Tee Pads for Brookview Golf Course and 3G-Approve 2020 Appointments, Assignments and Reimbursements and the motion carried.

**3A.** Approval of Minutes:

3A1. Council/Manager Meeting – December 10, 2019

**3B.** Approve City Check Register and authorize the payments of the bills as submitted.

**3C.** Licenses:

3C1. Authorize City Manager to sign license agreement with the Golden Valley Orchestra.

**3D.** Minutes of the Boards and Commissions:

3D1. Planning Commission – December 9, 2019

3D2. Human Services Commission – November 11, 2019

**3E.** Approval of Bids and Quotes:

3E1. Approve purchase of a 2020 Armored Ford T-350 Transit from The Armored Group, LLC. in the amount of \$148,485 and contracting the auction sale of Unit 812.

3E2. Approve purchase of a 2020 Caterpillar 440 Backhoe Loader from Ziegler Cat in the amount of \$159,619.36 and trade-in of Unit 675 to Ziegler Cat in the amount of \$25,000.

3E3. Approve the purchase of a Core Aerator from MTI Distributing through the National IPA Contract #150841 for a total purchase price, including Minnesota sales tax, in the amount of \$25,012.80.

**3F.** Acceptance of Grants and Donations:

~~3F1. Acceptance of Grant and Donation for Scoreboards at Isaacson Park.~~

~~3F2. Acceptance of Donation of Winter Disc Golf Tee Pads for Brookview Golf Course.~~

~~**3G.** Approve 2020 Appointments, Assignments and Reimbursement 20-07 and 20-08.~~

**3H.** Approve the City of Golden Valley 2020 Legislative Priorities.

**3I.** Authorize the Mayor, City Manager and Police Chief to sign the amended Community Service Officer Agreement with Breck School for 2020-2021 and 2021-2022 school years.

**3J.** Authorize Mayor and City Manager to execute amendment to Legal Services Agreement with Zimmerman Reed LLP in the form approved by the City Attorney for legal representation in the case titled *In Re Municipal Stormwater Pond*.

**3K.** Approve Policy for the Design, Installation, Maintenance, and Enforcement of Grease Removal Devices for the City of Golden Valley.

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

**3F1. Acceptance of Grant and Donation for Scoreboards at Isaacson Park**

The Council thanked the Golden Valley Little League Youth Baseball Association and the Hennepin County Youth Sports Grant Program of their donation and grant for Isaacson Park.

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt **Resolution 20-05**, accepting a donation and grant for the addition of two scoreboards at Isaacson Park. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

### **3F2. Acceptance of Donation of Winter Disc Golf Tee Pads for Brookview Golf Course**

The Council thanked the Gotta Go Gotta Throw business for their donation of disc golf tee pads for Brookview Golf Course.

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt **Resolution 20-06**, accepting donation of Winter Disc Golf Tee Pads for Brookview Golf Course. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

### **3G. Approve 2020 Appointments, Assignments and Reimbursement**

City Manager Cruikshank said there were corrections to the 2020 Council assignments and he presented the amended staff report.

Council Member Fonnest nominated Council Member Rosenquist as the 2020 Acting Mayor.

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt the following 2020 appointment of the Acting Mayor, the Board and Commission Liaisons, Committees and Subcommittees assignments, the Joint Water Commission and Discover St. Louis Park Board appointment and the Assistant Weed Inspectors and the motion carried.

The appointment of Council Member Rosenquist as the Acting Mayor for the year 2020.

#### Council Liaisons

Board of Zoning Appeals	Fonnest
Civil Service Commission	Rosenquist
Environmental Commission	Fonnest
Human Rights Commission	Harris, M.
Human Services Commission	Sanberg
Open Space and Recreation Commission	Sanberg
Planning Commission	Rosenquist

#### Other Assignments

Beyond the Yellow Ribbon Campaign	Mayor Harris
Golden Valley Business Council	Council Member Harris (Delegate) Mayor Harris (Alternate)
Golden Valley Historical Society Board	Council Member Fonnest
Highway 55 Bus Rapid Transit	Council Member Rosenquist
Hopkins School District 270 Caring Youth Committee	Council Member Sanberg
Hopkins School District 270 Cities Joint Meetings	Council Member Rosenquist (Delegate) Mayor Harris (Alternate)
Legislative Liaison and Spokesperson	Mayor Harris
Blue Line Now! Coalition	Mayor Harris (Delegate) Council Member Rosenquist (Alternate)

**3G. Approve 2020 Appointments, Assignments and Reimbursement - continued**

Other Assignments - continued

Bottineau Light Rail Community Works Steering Committee	Council Member Rosenquist (Delegate) Council Member Fonnest (Alternate)
METRO Blue Line Extension Corridor Management Committee	Mayor Harris (Delegate) Council Member Rosenquist (Alternate)
Metro Cities	Council Member Fonnest
Minneapolis Water Advisory Board	Mayor Harris
Northwest Suburbs Cable Communications/ CCX Regional Council of Mayors	Council Member Sanberg Mayor Harris
Robbinsdale School District 281 Government Advisory Committee	Council Member Rosenquist
Sochacki Park Governance Policy Board	Mayor Harris (Delegate) Council Member Fonnest (Delegate)

The appointment of City Manager Cruikshank to the Joint Water Commission and the Discover St. Louis Park Board.

The appointment of Dave Gustafson, Jake Dashiell, Al Lundstrom, and Tim Teynor, as the Assistant Weed Inspectors for a one-year term.

**MOTION** made by Council Member Rosenquist, seconded by Council Member Sanberg to adopt **Resolution 20-07**, outlining the method for approval of meetings eligible for reimbursement under City Code § 2-43. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

**MOTION** made by Council Member Rosenquist, seconded by Council Member Sanberg to adopt **Resolution 20-08**, appointing the City Manager as City of Golden Valley Representative on the Golden Valley, Crystal, New Hope Joint Water Commission. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

**4. Public Hearing**

**4A. Public Hearing on Proposed Improvements for the 2020 Pavement Management Program, Project No 20-01**

Assistant City Engineer Kakach presented the staff report and answered questions from Council.

Mayor Harris opened the public hearing.

Ms. Maureen Ziezulewicz, 2380 Zealand Avenue, said she has lived in her house since 1985 and has been waiting for her street to be improved, because she planned to get a new driveway at that time. She said she was upset with the street width change from 26 to 28 feet because her assessment fee amount went up due to the change. She said she felt that not all of the homes

**4A. Public Hearing Proposed Improvements for the 2020 PMP – continued**

involved in the project were aware of the proposed change and that it seemed to be just a small group of residents.

Ms. Ruth Paradise, 8515 Duluth Street, said her street is scheduled for improvement in 2021. She asked what the guidelines for the neighborhood would be for the land because Duluth Street is very wide with additional ground.

Mayor Harris closed the public hearing.

There was Council discussion regarding the 2020 Pavement Management Program.

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt **Resolution 20-09**, accepting the Feasibility Report and Order Construction of Certain Proposed Public Improvements for 2020 Pavement Management Program. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

**5. Old Business**

**6. New Business**

**6A. Receive and File Downtown Study Phase II Interim Report**

Planning Manager Zimmerman presented the staff report and answered questions from Council.

He introduced Mr. Jeff Miller of the Hoisington Koegler Group. Mr. Miller provided the Downtown study background, purpose, the different Downtown Study Phases and issues identified during the study. He also provided information on the walk/bike connectivity report and answered questions from Council.

There was Council discussion regarding the Downtown Study report.

**MOTION** made by Council Member Rosenquist, seconded by Council Member Harris to receive and file the Downtown Study Phase II Interim Report and the motion carried:

**6B. Review of Council Calendar**

Some Council Members may attend the Golden Valley Business Council on January 23, 2020, from 7:30 to 9 am at Brookview located at located 316 Brookview Parkway.

Some Council Members may attend the League of Minnesota Cities Elected Leaders Institute on January 24 and 25, at 10:30 am at Crown Plaza Minneapolis West located at 3131 Campus Drive, Plymouth.

The Annual Council Strategic Plan meeting on January 29, 2020, at 5:30 pm at Brookview located at 316 Brookview Parkway.

**6B. Review of Council Calendar - continued**

Some Council Members may attend the Artist Showcase Opening Night on January 31, 2020, from 5 to 9 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Girl Scouts visit event on February 4, 2020, at 5:45 pm in the Council Chambers.

The next City Council meeting will be on February 4, 2020, at 6:30 pm.

Some Council Members may attend the Annual Crystal Legislative Breakfast on February 8, 2020, at 9:30 am at the Crystal City Hall located at 4141 Douglas Drive, Crystal.

Some Council Members may attend the League of Women Voters event on February 8, 2020, from 9:30 to 11:30 am at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Winter Family Festival on February 8, 2020, from noon to 2 pm at North Wesley Park.

Some Council Members may attend the Seven Dreams Education Foundation “Bird Bash” on February 8, 2020, from 5 to 9 pm at Marriott Northwest located at 7520 Golden Valley Road, Brooklyn Park.

Some Council Members may attend the Winter Market in the Valley on February 9, 2020, from 10 am to 2 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the West Metro Home Remodeling Fair on February 9, 2020, from 10:30 am to 3 pm at Eisenhower Community Center located at 1001 Highway 7, Hopkins.

**6E. Mayor and Council Communication**

Mayor Harris thanked the City and the Human Right Commission for their assistance at the Annual Sweet Potato Comfort Pie event and for hosting a table at the Dr. Martin Luther King Jr. breakfast.

**7. Adjourn**

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist and the motion carried to adjourn the meeting at 8:51 pm.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## Administrative Services

763-593-8013 / 763-593-3969 (fax)

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**Golden Valley City Council Meeting**  
**February 4, 2020**

### **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:

<http://weblink.ci.golden-valley.mn.us/WebLink/browse.aspx?id=717279&dbid=2&repo=GoldenValley>

The check register for approval:

- 01/24/20 Check Register



# EXECUTIVE SUMMARY

## Fire

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

**Golden Valley City Council Meeting  
February 4, 2020**

### Agenda Item

3. C. 1. Multi-Family Rental Property Licenses

### Prepared By

Ted Massicotte, Deputy Fire Chief  
Jill Lund, Administrative Assistant

### Summary

The following multi-family rental properties are up for renewal March 1, 2020. They are all on an annual March 1 renewal cycle. All have had their annual rental inspections within the last few months, and have corrected or are in the process of correcting any issues noted during those inspections. Fees are based on participation in the S.T.A.R. Program through the police department. Staff is recommending approval of the following license renewals:

<u>PROPERTY</u>	<u>LICENSE FEE</u>
Arcata Apartments - 901 Xenia Avenue South	\$ 3,600
Calvary Center Apartments - 7650 Golden Valley Road	\$ 225
Central Park West Apartments - 1511 Utica Avenue South	\$ 3,025
Colonial Apartments - 5743/5745/5747 Glenwood Avenue	\$ 525
Copacabana Apartments - 1725 Lilac Drive North	\$ 175
Cornerstone Creek Apartments - 9280 Golden Valley Road	\$ 175
Crosswoods Apartments - 5601 Glenwood Avenue	\$ 1,400
Dover Hill Complex - 2400 Rhode Island Avenue North	\$ 2,325
Duluth Street Flats - 6150 St. Croix Avenue	\$ 2,010
Flourish - 9000 Golden Valley Road	\$ 3,795
Golden Valley Road Apartments - 6200 Golden Valley Road	\$ 175

Golden Valley Townhomes - 2120 Douglas Drive	\$ 350
Golden Valley Townhomes - 3354 Lilac Drive	\$ 175
Hello Apartments - 9201 Golden Valley Road	\$ 6,320
Herbeck Triplex - 1510 Kelly Drive	\$ 280
Laurel At West End Apartments - 5610 Laurel Avenue	\$ 2,500
The Laurel Apartments - 250 Turners Crossroad South	\$ 3,235
Liberty Crossing Apartments - 2450 Winnetka Avenue North	\$ 6,845
Mallard Creek Apartments - 8300 / 8400 Golden Valley Road	\$ 4,720
Medley Park Townhomes - 2343/2350/2389/2391 Mendelssohn Lane	\$ 1,300
Rutter 4-plex - 2425 Mendelssohn Avenue North	\$ 280
Southwirth Apartments - 501 Theodore Wirth Parkway	\$ 225
Talo Apartments - 5100 Wayzata Boulevard	\$ 10,905
Trentwood Apartments - 9110/9140/9200/9210/9240 Golden Valley Road	\$ 2,765
Valley Creek West Apartments - 1370 Douglas Drive	\$ 175
Valley Square Commons - 749 Winnetka Avenue North	\$ 1,225
Valley View Apartments - 6537 Golden Valley Road	\$ 1,050
Valley Village Apartments - 600 Lilac Drive North	\$ 1,050
West End Apartments - 241/251/261/271 Yosemite Circle	\$ 700
West End Trails - 1400/1450/1500/1600 Douglas Drive	\$ 700

**Financial Or Budget Considerations**

Not applicable

**Recommended Action**

Motion to authorize the renewal of the above multi-family rental licenses for the period of March 1, 2020 through February 28, 2021.



# EXECUTIVE SUMMARY

## City Administration

763-593-8006 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting

February 4, 2020

#### **Agenda Item**

3. C. 2. Gambling License Exemption and Waiver of Notice Requirement – Children’s Hospital Association

#### **Prepared By**

Kris Luedke, City Clerk

#### **Summary**

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 Children’s Hospital Association.

#### **Attachments**

- Application for Exempt Permit (4 pages)

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.  
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Children's Hospital Association Previous Gambling Permit Number: X-62164  
Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-0711605  
Mailing Address: 347 North Smith Avenue, Suite 501  
City: St. Paul State: MN Zip: 55102 County: Ramsey  
Name of Chief Executive Officer (CEO): Erin Herman  
CEO Daytime Phone: 952-715-7198 CEO Email: erin.a.herman@gmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): emma.myhre@childrensmn.org

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal  Religious  Veterans  Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Metropolitan Ballroom and Clubroom  
Physical Address (do not use P.O. box): 5418 Wayzata Blvd  
Check one:  
 City: Golden Valley Zip: 55416 County: Hennipen  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Date(s) of activity (for raffles, indicate the date of the drawing): May 6th, 2020

Check each type of gambling activity that your organization will conduct:  
 Bingo  Paddlewheels  Pull-Tabs  Tipboards  Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Golden Valley</u></p> <p>Signature of City Personnel: <u>[Signature]</u></p> <p>Title: <u>City Clerk</u> Date: <u>1-24-20</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 1/22/2020  
(Signature must be CEO's signature; designee may not sign)

Print Name: Erin Herman 2020 Board President

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**Mail application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status; and

\_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Children's Hospital Association Previous Gambling Permit Number: X-62164

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-0711605

Mailing Address: 347 North Smith Avenue, Suite 501

City: St. Paul State: MN Zip: 55102 County: Ramsey

Name of Chief Executive Officer (CEO): Erin Herman

CEO Daytime Phone: 952-715-7198 CEO Email: erin.a.herman@gmail.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): emma.myhre@childrensmn.org

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal     Religious     Veterans     Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division    Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100    [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103    651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Golden Valley Country Club

Physical Address (do not use P.O. box): 7001 Golden Valley Rd

Check one:

City: Golden Valley Zip: 55427 County: Hennapin

Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): \_\_\_\_\_

Check each type of gambling activity that your organization will conduct:

Bingo     Paddlewheels     Pull-Tabs     Tipboards     Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: Golden Valley

Signature of City Personnel: Kristen Kueckne

Title: City Clerk Date: 1-24-20

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Erin Herman Date: 1/22/2020  
(Signature must be CEO's signature; designee may not sign)

Print Name: Erin Herman 2020 Board President

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status; and

\_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

## Civil Service Commission

September 13, 2019 – 10:00 am

Council Conference Room

Golden Valley City Hall

7800 Golden Valley Road

### SPECIAL MEETING MINUTES

#### Call to Order

The meeting was called to order at 10:00 am by Commissioner Schulz.

#### Roll Call

Commissioners present:   Ralph Schulz, Secretary  
  Gloria Kumagai

Commissioners absent:   Andrew Wold, Chair

Staff present:             Jason Sturgis, Chief of Police  
  Amanda Johnson, Administrative Assistant

#### Approval of Agenda

Commissioner Kumagai inquired whether the agenda should include a follow-up discussion from the last meeting concerning the voluntary collection of private demographic information on applications. Chief Sturgis advised he was informed the data is currently being collected on city applications and the data will be included in commission files in the future.

Motion by Commissioner Kumagai to approve the agenda. Seconded by Commission Schulz. Motion carried 2-0.

#### Approval of Minutes

Motion by Commissioner Kumagai to approve the June 17, 2019 meeting minutes. Seconded by Commissioner Schulz. Motion carried 2-0.

#### Agenda Item

Chief Sturgis presented an updated Officer Eligibility Register, having removed the names of candidates who had voluntarily removed themselves from the register and candidates who did not successfully complete the background investigation. There are currently six viable candidates remaining on the register, one of which is a current Golden Valley CSO and is anticipated to fill the next officer vacancy in the next couple months. Chief Sturgis advised the city is still short two officers and some candidates remaining on the register are also in hiring processes in other cities. Chief Sturgis requested approval from the commission to initiate a police officer hiring process.

Motion by Commissioner Schulz to approve the initiation of a police officer hiring process. Seconded by Commissioner Kumagai. Motion carried 2-0.



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The meeting was closed for a personnel discussion.

**Commission Communications**

The updated service register was reviewed.

Chief Sturgis displayed a 7 year outlook outlining anticipated retirements over the next several years.

**Adjourn**

Motion by Commission Kumagai to adjourn the meeting at 10:33 am. Seconded by Commissioner Schulz. Motion carried 2-0.



Andrew Wold, Chair

Amanda Johnson, Police Operations  
Staff Name, Staff Position      *Supervisor*

# Environmental Commission

**November 25, 2019 – 6:30 pm**

Council Conference Room  
Golden Valley City Hall  
7800 Golden Valley Road

## REGULAR MEETING MINUTES

### 1. Call to Order

The meeting was called to order at 6:30 pm by Chair Seys.

### 2. Roll Call

Commissioners present: Tracy Anderson, Tonia Galonska, Dawn Hill, Susan Phelps, Joseph Ramlet, Scott Seys, Jim Stremel and Debra Yahle

Commissioners absent: none

Staff present: Eric Eckman, Development and Assets Supervisor; Drew Chirpich, Environmental Specialist; Emma Pierson, GreenCorp member and Claire Huisman, Administrative Assistant

### 3. Approval of Agenda

**MOTION** by Commissioner Hill, seconded by Commissioner Stremel to approve the agenda of November 25, 2019 as submitted and the motion carried.

### 4. Approval of Minutes

**MOTION** by Commissioner Hill, seconded by Commissioner Galonska to approve the minutes of October 28, 2019 as submitted and the motion carried.

### 5A. Waste Hauling Ordinance Adopted

The Waste Hauling Ordinance was approved by the Council and will go into effect on April 1, 2020. The Council made one change to the draft ordinance that was submitted which was to add Mondays along with Fridays to be the only days allowed for hauling in the City.

### 6A. Curbside Organics Options

Emma Pierson presented to the Commission the different options that the city could take for curbside organic collection. The collection options include:

- Require all haulers to provide curbside organic collection either by offering a separate bin or the method by which a separate bag would be provided and then placed in the solid waste bin.
- Contracting citywide service gives two options: All-in (everyone is charged and given a bin but they do not have to participate) or Opt-in (those who want to participate would pay an additional fee).



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The Commission was asked to rate the various factors below in regard to curbside organic collection options.

- **Participation Rates** – The goal for participation should be 100% and considered high priority. It was suggested that everyone should pay instead of the opt-in option.
- **Contamination Rates** – The commission felt this was a high priority for consideration with cost as well as in determining blue bag option or separate bin option. **Staff will check with other cities on how they handle contamination.**
- **Education/outreach opportunities** – Education is a high priority with the commission and should be offered to all residents to help increase the participation rate. Ideas included: compostable mailings; Hennepin County workshops; possible grants for education; booth at Farmers Market.
- **Number of Bins** – This is a high priority in considering the organics program.
- **Cost** – cost is a very important factor and everyone should pay.
- **Infrastructure Wear and Tear** – High priority item. **Staff will talk with haulers about their infrastructure plan.**
- **Number of Trucks** – High priority item.
- **Staff Time** – Medium priority item. **Staff will check with other cities on how staff time has been affected by their organics program.**
- **Availability of compost to residents** – Medium priority item. Offer compost to the residents that participate in the program. Commissioners felt residents should be able to pick up compost at a local area such as Brookview. **Staff will look to other cities on ideas for offering compost to their residents.**
- **Collection Frequency** – weekly collection is preferable.
- **Density/Efficiency of route** – They should go with the route that is the least expensive for the hauler.
- **Hauler Staff Time**
- **Tonnage Data Collection** – County offers incentives to cities for resident participation in the organics program.
- **Recovery Rate** – Blue bag vs separate bin. Also, what can be collected and how much is lost in transit.
- **End Product** – The commission questioned, “How does contamination affect the end product?”

#### **6B. City Hall Waste Sort**

Emma Pierson gave a brief summary of the two recent waste sorts that she conducted in the City Hall break room prior to implementing organic recycling collection within City Hall. The results showed that after removing organic material and recyclables from the garbage only 7% of the 15 gallons of material were actually trash, 86% were organic & 7% were recyclables and the second waste sort resulted in 18% of the 11 gallons of material were trash, 73% were organic material and 9% were recyclables.

#### **6C. 2020 Meeting Dates**

**MOTION** by Commissioner Stremel, seconded by Commissioner Anderson to approve moving the regular scheduled meeting on May 25, 2020 (Memorial Day) to May 18, 2020. Also approved to cancel the December 2020 meeting and the motion carried unanimously.

**6D. Program/Projects Update**

The complete Program/Project Update is on file.

**6E. Council Updates - None**

**6F. Other Business**

Batteries are no longer accepted for disposal at City Hall. Alkaline batteries can be thrown in the trash but rechargeable and lithium batteries are considered hazardous waste and should be disposed of properly. **Commissioners asked staff to look into offering hazardous battery disposal during Mighty Tidy days or work with Tech Dump to offer a collection site for hazardous batteries. Also for Mighty Tidy days, to add a drop off for sharps/needles.**

**7. Adjournment**

**MOTION** by Commissioner Ramlet, seconded by Commissioner Yahle to adjourn the meeting at 8:10pm and the motion carried.

ATTEST:

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Claire Huisman, Administrative Assistant

# Human Rights Commission

## REGULAR MEETING MINUTES

**December 17, 2019 – 6:45 pm**

Council Conference Room

Golden Valley City Hall

7800 Golden Valley Road

### Call to Order

The meeting was called to order at 6:56 pm by Chair Mitchell.

### Roll Call

Commissioners present: Maurice Harris, Chris Mitchell, Teresa Martin, Jonathan Burris, Carrie Yeager, Leah Persky, Kyle Scott, Destiny Nathan, and Eve Clarkson

Staff present: Kirsten Santelices, Human Resources Director/Staff Liaison

Commission took moment to recognize and thank Commissioner Harris for his service on the commission and congratulations on his election to the City Council. Staff Santelices shared a few administrative updates.

### Approval of Agenda

**MOTION** by Commissioner Burris to reorder new business items, switching A. Land Acknowledgement Discussion and item B. Impact of Climate Change on Human Rights, seconded by Commissioner Martin. Approved 9-0.

**MOTION** by Commissioner Harris to approve amended agenda, seconded by Commissioner Burris. Approved 9-0.

### Approval of Minutes

**MOTION** by Commissioner Burris to approve November 26, 2019 meeting minutes as submitted. Seconded by Commissioner Scott. Motion Carried 9-0.

### MLK Literary Contest

Staff shared that there have not been any submissions yet. Commission discussed reposting the contest details with their networks and reminding everyone of the deadline. The Commission also discussed whether or not to lower the age requirement on the contest and/or build a strong relationship with a specific school. The Commission agreed to consider both items for next year. Staff will send the rubric to the judges after January 3, and the Chair of the subcommittee will contact the winner. Commissioner Martin shared that if there isn't a contest winner there may be more time for the Commission to conduct a presentation at the Sweet Potato Comfort Pie event on Sunday, January 19.

### Impact of Climate Change on Human Rights

Commissioner Persky shared with the Commission some information on the cities of St. Paul and Minneapolis who received grants for their work on climate change and joining the initiatives set forth by Mayor Bloomberg. The Commission discussed the types of work that the City can do to support these efforts. Commissioner Persky shared some specific ideas, including initiatives to lower gas emissions,



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introducing community gardens, etc. The Commission discussed ideas like partnering with the Environmental Commission or Spirit of Hope Church who have started work on climate justice.

Staff shared with the Commission a discussion with the City's Environmental Resources Supervisor about the work of the Environmental Commission, specifically related to the Resiliency and Sustainability chapter of the 2040 Comprehensive Plan. Staff will share the link to that chapter with the Commission. The group shared their interest in learning about the work the Environmental Commission is doing, and the possibility of co-sponsoring an educational event or program. The Commission asked how the City will decide to spend the funds that the City Council budgeted for environmental initiatives. Staff will find out more and report back to the Commission.

The Commission continued to discuss opportunities like hosting events, inviting speakers, working with schools, etc. Other ideas included exploring the impact of climate change on transportation, working with the University of Minnesota, particularly Mark Seely and Ken Blumenfeld, using photos to spread the messages, and hosting question and answer sessions.

The Commission discussed next steps, including reaching out to the Environmental Commission.

**MOTION** by Commissioner Burris to ask the City's Environmental Resources Supervisor to attend the next HRC meeting and share with the Commission. Seconded by Commissioner Harris with the amendment to include a member of the Commission. Motion Carried 9-0.

Staff will also add this topic to the 2020 Work Plan discussion in January.

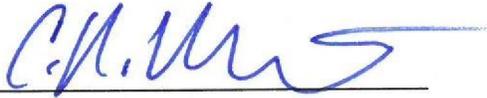
The Commission also discussed briefly the 2020 Work Plan and staff suggested that the Commissioners email any ideas Wednesday prior to the January meeting.

#### **Land Acknowledgement**

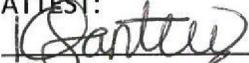
Commissioner Martin shared background on the topic of Land Acknowledgement, which is done to recognize the Native persons who were here first. Commissioner Martin asked if the Commission is interested in looking into this further. The Commission asked about the details of a land acknowledgement. Commissioner Martin shared that she reached out to a Tribal Historical Preservation Officer for the Lower Sioux, Cheyenne St. John, who advised that the Commission approach this topic cautiously. Staff will add "Research Land Acknowledgement" to the work plan.

#### **Adjourn**

**MOTION** by Commissioner Scott to adjourn at 8:00 pm. Motion carried by unanimous consent.

  
Chris Mitchell, Chair

ATTEST:

  
Kirsten Santelices, Staff Liaison

# Rising TIDES Task Force

**December 10, 2019 – 5:15 pm**

Council Conference Room  
Golden Valley City Hall  
7800 Golden Valley Road

## REGULAR MEETING MINUTES

### Call to Order

The meeting was called to order at 5:19 pm by Vice Chair Harris.

### Roll Call

Members present: Sam Powers, Sheri Hixon, Ajani Woodson, Ruth Paradise, Amber Alexander, Maurice Harris, and Joelle Allen (5:25 pm)

Members absent: Melissa Johnson and Brad Davis

Staff present: Kirsten Santelices, Human Resources Director

### Approval of Agenda

Member Paradise requested to add “City Website and Rising TIDES Brochure” to new business. Vice Chair Harris and seconded by Member Alexander to approval agenda.

**MOTION** by Member Paradise to approve the agenda with the addition. Seconded by Member Woodson. Motion carried 6-0.

### Approval of Minutes

**MOTION** by Member Alexander to approve the November 12, 2019 meeting minutes. Seconded by Member Powell. Motion carried 6-0.

### Recommendations Discussion: Diversifying Employee Recruitment

The Task Force reviewed the recommendations memo prepared by Member Alexander. Members posed some questions to City staff around turnover of staff. Member Alexander read through some of the recommendations memo and members discussed additional ways the City can address recruitment and retention. The members agreed that the use of social media in particular is a great way to build relationships and networks in the recruitment process. Similarly, members agreed that sending job links to existing networks, including boards and commissions is a great option.

City staff shared that some of the recommendations from the memo can be explored without the City Council Member’s approval (such as implementing stay interviews to assess culture and values), while others, like having a bonus referral program will require the City Council’s input and approval.

Staff shared that the City is very interested in developing a recruitment strategy that includes attending career fairs and training employees to attend the career fairs. Staff shared that the City has been reviewing all jobs to ensure minimum qualifications are appropriate and do not create unequitable barriers. Staff shared that it would be helpful for the Task Force provide suggestions on procedures for job titles, developing a program to send individuals to college fairs, and assisting with creating accurate job advertising language. The Task Force also discussed the recruitment platforms that are available to the City, and how to determine where the City can go to post positions.

Staff will update the recommendations memo with some of the recommendations from the group, including adding “upon entry” after minimum qualifications, updating the website with photos and testimonies from current employees, and connecting with school advisors and teachers to build pipelines. Staff also shared that the website is going to be redesigned and the City intends to incorporate some of the career page recommendations that the 2019 BrookLynk Intern presented at the end of her internship. Additionally, publications often highlight stories on mentors/mentee relationships, which could help showcase the City’s culture. Staff asked for some examples of publications that often do these highlights. Member Alexander suggested using CCX as a way to continually highlight employee culture.

The Task Force also discussed the Why I Serve campaign and staff shared that the Communications department has started reaching out to boards and commissions to begin that work. The Task Force members recommended that pictures are helpful and would be best to highlight the diversity of our boards and commissions.

The Task force discussed having opportunities for the community to interface with the Task Force, setting up a platform for individuals to ask questions and get to know the members. A suggestion was made that the Task Force take 10 minutes each meeting to field questions from community members, which will help them understand where the community is, what they need, and will allow the Task Force to better inform the City Council. The City can explore setting up a Wufoo page that will connect individuals to the Task Force to discuss questions of equity. The Task Force can record responses to these questions. The questions and answers should post in places beyond the City website. The group agreed that some questions may need to go to the City Council or City Manager who may be able to respond in collaboration with the member of the Task Force.

### **Open Forum Planning**

The Task Force discussed options for the next open forum, including the location and dates/times. The group agreed that Brookview was the best option given the amenities and cost.

**MOTION** by Paradise to host the Open Forum on Wed, March 11, from 5:30-7:30 at Brookview.

Staff will book time from 5-8 to set-up and take-down. The Task Force decided that the open forum include two topics of discussion: 1. Employee Recruitment and Retention; 2. Ensuring equity in programs, facilities, and services. The group will also highlight what the Task Force has accomplished in the last calendar year, which can also be highlighted in social media.

The Task Force will also include language in the marketing materials that the event is family and kids-friendly. The group will explore options to entertain children. The Task Force also wants to serve refreshments. The group will discuss again at the next meeting the format for the event.

### **Website Discussion**

Member Paradise suggested that the Task Force formalize some recommendations for the Communications team when they update the website.

### **Adjournment**

**MOTION** by Member Allen. Seconded by Member Alexander. Meeting adjourned at 6:19 pm.

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Joelle Allen, Chair

ATTEST:

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Kirsten Santelices, Human Resources Director



## Bassett Creek Watershed Management Commission

### Minutes of Regular Meeting Thursday, December 19, 2019 8:30 a.m.

Golden Valley City Hall, Golden Valley MN

#### 1. CALL TO ORDER and ROLL CALL

On Thursday, December 19, 2019 at 8:35 a.m. in the Council Conference Room at Golden Valley City Hall (7800 Golden Valley Rd.), Vice Chair Welch called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order.

#### Commissioners and city staff present:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	<i>Absent</i>
Golden Valley	Stacy Harwell (Treasurer)	Jane McDonald Black	Jeff Oliver
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	Shahram Missaghi, Liz Stout, Lisa Goddard
Mnettonka	Mike Fruen	<i>Absent</i>	Sarah Schweiger
New Hope	<i>Absent</i>	Patrick Crough	Megan Hedstrom
Plymouth	Jim Prom (Chair)	Catherine Cesnik	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	<i>Absent</i>	Marta Roser, Richard McCoy
St. Louis Park	Jim de Lambert	<i>Absent</i>	Erick Francis
<b>Administrator</b>	Laura Jester, Keystone Waters		
<b>Engineer</b>	Karen Chandler, Barr Engineering		
<b>Recorder</b>	Dawn Pape, Lawn Chair Gardener		
<b>Legal Counsel</b>	Dave Anderson, Kennedy & Graven		
<b>Presenters/ Guests/Public</b>	Chris Meehan and Eileen Weigel, Wenck Associates Ryan Lunderby, Brady DeVore, and Casey Harris, Dominionium Sam Trebesch, Val Anderson, and Mike St. Martin, Loucks McKenzie Erickson, Minneapolis Resident		

**2. CITIZEN FORUM ON NON-AGENDA ITEMS**

No comments.

**3. APPROVAL OF AGENDA**

Administrator Jester requested the addition of an agenda item: 5E Approval to Amend Agreement with Met Council for Work Related to Blue Line LRT. [Chair Prom arrives.]

**MOTION:** Commissioner de Lambert moved to approve the agenda as amended. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**4. CONSENT AGENDA**

The following items were approved as part of the consent agenda: November 20, 2019 Commission meeting minutes, December 2019 financial report, payment of invoices, approval of City of Plymouth reimbursement request for Plymouth Restoration Project, approval of grant agreement with MPCA for Sweeney Lake Water Quality Improvement Project, approval to amend educational services contract with Lawn Chair Gardener Creative Services, approval of single-family home redevelopment in Medicine Lake, and approval to direct commission engineer to submit flood control inspection report to cities, MN DNR, and U.S. Army Corps of Engineers.

The general and construction account balances reported in the December 2019 Financial Report are as follows:

Checking Account Balance	\$ 444,464.33
<hr/>	
TOTAL GENERAL FUND BALANCE	\$ 444,464.33
<hr/>	
TOTAL CASH & INVESTMENTS ON-HAND (12/19/19)	\$4,900,393.15
<hr/>	
CIP Projects Levied – Budget Remaining	\$ (6,791,968.15)
<hr/>	
Closed Projects Remaining Balance	\$ (376,903.12)
<hr/>	
2012-2017 Anticipated Tax Levy Revenue	\$ 8,547.78
<hr/>	
2018 Anticipated Tax Levy Revenue	\$ 10,861.11
<hr/>	
Anticipated Closed Project Balance	\$ (357,494.23)
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**MOTION:** Commissioner Welch moved to approve the consent agenda. Commissioner de Lambert seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**5. BUSINESS**

**A. Consider Approval of Final Bassett Creek Valley Study Report**

Administrator Jester introduced Chris Meehan from Wenck Associates who explained that some minor changes were made to the report since the Commission reviewed the draft report last month. He went through cost adjustments, made comparisons to similar regional projects, and explained why the final draft only discusses the third option presented in the BCWMC’s Bryn Mawr Meadows Water Quality Improvement Project feasibility study, as the BCWMC decided this was the most viable option to pursue. Mr. Meehan noted the next steps in the process are to work with the Minneapolis Park and Recreation Board (MPRB) on Bryn Mawr Meadows Park redevelopment and Luce Line projects, work with permitting agencies, and complete sediment testing in the city’s west impound lot.

TAC member Liz Stout added that the City of Minneapolis recognizes that the completion of this study is a first step because partners and funding still need to be identified.

Commission Engineer Chandler mentioned that the report could clarify next steps because the report currently implies that construction is the next step. Since it is a collaborative process, there is a need to keep looking at regional solutions. She noted she would also like to further discussion about how this project would complement the Commission's Bryn Mawr Meadows CIP project.

Commissioner Welch stated that the report does a nice job of laying out the issues and finding viable solutions. He noted that the MPRB needs to be aware of the results of the sediment testing in the impound lot and asked that results be provided to commissioners as well.

**MOTION:** Commissioner Welch moved to approve the final Bassett Creek Valley Floodplain and Stormwater Management Study report. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**B. Receive Presentation and Discuss Dominion Project Plans and Agreements for Four Seasons Area Mall Redevelopment**

Administrator Jester reminded commissioners that a local developer, Dominion, plans to redevelop the Four Seasons Mall Site in Plymouth and to incorporate water quality treatment that exceeds the Commission's redevelopment requirements. She noted that BCWMC staff have been working with Dominion staff on structuring an agreement to reimburse Dominion up to \$824,000 in CIP funds for the "above and beyond" stormwater treatment, and to review the stormwater analyses for both the redevelopment site and the CIP project.

Ryan Lunderby with Dominion introduced the project and reported that Dominion is under contract with Walmart for redevelopment in this location. They are planning to develop 418 apartments in 3 buildings that include senior living and affordable housing with 4 retail spaces and a park and ride. He reported the project received PUD approval from the City of Plymouth and that they are working toward closing in June 2020.

Sam Trebesch with Dominion's consulting engineering firm, Loucks, presented more information on the proposed site plan which is situated adjacent to the North Branch of Bassett Creek and also near public and private wetlands. He gave an overview of the stormwater management components of the redevelopment project noting a mix of ponds and underground treatment. For the "above and beyond" treatment, they propose a new stormwater pond in the northwest corner of the property, a new pond located within the wetland area to the south, routing of the creek through the new pond for additional treatment, and restoring the remaining southern wetland to provide additional treatment. Ben Scharenbroich (city of Plymouth), noted a forebay would also be installed in the southern wetland to help treat stormwater flowing from the neighborhood to the west.

Mr. Trebesch noted the project will remove approximately 136.2 pounds of phosphorus which is 123.6 pounds above the minimum 12.6 required by BCWMC stormwater rules. Commissioner Harwell asked whether there will be filtration benches in the stormwater pond. Mr. Trebesch responded that there will be and that infiltration is not possible because of clay soils. He noted that iron enhanced sand will likely be used in the stormwater pond's bench to capture more phosphorus.

Commission Engineer Chandler noted that data gathered by the city of Plymouth shows pollution concentrations in the creek are even higher than known during the Agora Project development and that the P8 model was updated with this new information. She reported that this design captures a significant amount of pollution but also noted that due to P8 model changes, this project captures a lower percentage of overall pollution as compared to the Agora redevelopment project.

Commissioner Harwell asked that the agreement with Dominion include a requirement for chloride management similar to the original agreement for the Agora Project.

Commission Attorney Anderson reported that he has been negotiating terms of the agreement with Dominium, noting this agreement will be directly with the private developer. He mentioned that Dominium had hoped to structure the agreement as a loan to be forgiven at some point in the future, rather than a “grant” as it was structured for the Agora Project. He noted that a loan arrangement does not appear to be permissible by law.

There was further discussion about the amount of total phosphorus removals, city of Plymouth’s ongoing review and comments on the project, and further modeling needed before project plans are complete. Engineer Chandler also noted the need for Dominium to discuss the project with the MDNR as a permit may be needed to work in the creek.

Alternate Commissioner McDonald Black stated that the Agora Project included an educational component. Attorney Anderson replied that the current draft agreement does include an educational component requirement.

Administrator Jester asked about timing of the project and agreements moving forward. Mr. Lunderby noted that a formal commitment on funding from the Commission is necessary in the near future in order to apply for affordable housing funds. He noted that if costs for the “above and beyond” treatment are higher than the CIP funds available, then it may not make sense to do the project. He noted that loaned funding doesn’t have a tax burden like granted funds. Attorney Anderson said he appreciated Dominium’s concerns, but that the Commission cannot be put at risk legally; that the Commission only has so much statutory authority for use of CIP funds.

This was an informational item only at this point. Staff was directed to continue working with Dominium on the project plans and the agreement and to bring refined plans to a future meeting.

**C. Receive Report on MN Association of Watershed District (MAWD) Annual Meeting**

Chair Prom and Vice Chair Welch attended the MAWD annual meeting in Alexandria as delegates of the BCWMC. Administrator Jester also attended. Chair Prom reported he believes it’s beneficial for the Commission to be a MAWD member and that it was beneficial to network with others, and that there is a significant amount of institutional knowledge that can be valuable to the Commission. Commissioner Welch said that hopes more Commissioners will attend future MAWD conferences. He also noted that the quarterly Metro MAWD meetings are beneficial. Commissioner Fruen also added support for being a MAWD member noting that when he attended the MAWD meeting in 2018, he found value in the peer conversations.

Administrator Jester noted the BCWMC was recognized for its 50<sup>th</sup> anniversary at the Friday night banquet.

**D. Receive Update on October/November TAC Meetings and Assign January TAC Meeting Liaison**

The TAC met on October 4th and November 25th to discuss a variety of topics, but mostly to review the BCWMC water monitoring program. A TAC recommendation regarding the water monitoring program is expected at the January Commission meeting. The Commission appointed Commissioner de Lambert as the liaison for the January 10th TAC meeting.

**E. Amend the agreement with the Met Council to extend the term of the agreement related to work on the Blue Line LRT until Dec. 31, 2020**

**MOTION:** Commissioner Welch moved the amendment to the agreement. Alternate Commissioner Crough seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**6. COMMUNICATIONS**

**A. Administrator’s Report**

- i. Update on BSWR Watershed-Based Funding. Administrator Jester attended an informational meeting and reported (similar to earlier reports) that the watershed groups on the west side of the Mississippi River will work together to determine projects for watershed based funds based on targeted, prioritized, and

measurable goals. She noted that meetings convening the watershed groups will include representatives from two cities and will be led by BWSR staff.

- ii. Update on MTDs Discussion. Administrator Jester noted that the MPCA is working to set up a meeting of staff with watersheds interested in this topic so progress continues.
- iii. Administrator Jester reminded commissioners to complete the State Campaign and Finance Board's required paperwork and that it's different from the conflict of interest form she will distribute next month.

**B. Chair**

- i. Update on Staff Evaluations. Chair Prom noted that most comments have been received from TAC members and that he is still looking for Commissioners to respond. Commissioner Welch noted that Chair Prom should have discretion on whether or not to call an Administrative Services Committee meeting to review the evaluations. Chair Prom noted that he will likely simply compile the results and bring to the January meeting.

**C. Commissioners**

- i. Commissioner Welch talked about chloride legislation noting that the Minnesota Nursery and Landscape Association is not going to lobby for the bill again this year. Commissioner Welch thinks BCWMC needs to communicate with MAWD requesting that they spearhead an effort to get the legislation passed. Administrator Jester will forward the Hennepin Chloride work/presentation to the Commission. Ms. Pape stated that the state efforts of training applicators are going well, but some applicators are still over applying because there is still a demand from consumers to over apply. She noted we need a top-down and bottom-up education approach. BCWMC "Salt Smart" education campaign is a start in changing cultural norms of over salting, but we need active participants (like Commissioners) to help distribute information cards.

Administrator Jester was directed to draft a letter to MAWD regarding support of the legislation and bring to January meeting.

**D. TAC Members**

- i. Upcoming meeting 1/10
- ii. **Committees** - No reports

**E. Education Consultant**

- i. Volunteers needed at the Mid-winter Lions Convention January 10<sup>th</sup> and 11<sup>th</sup> – Commissioners Welch, Noon (via email), and Holter stepped forward to volunteer

**F. Legal Counsel** - No report

**G. Engineer**

- i. Update on Sewer Line Crossing Bassett Creek and WOMP Station  
Engineer Chandler reported that the sewer line crossing at Irving Ave will impact the WOMP station and that through their work on the project, the city found petroleum contamination in Bryn Mawr Meadows Park at the location where the ponds for the Commission's CIP project are slated.

**7. INFORMATION ONLY (Information online only)**

- A. Administrative Calendar
- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- C. Grant Tracking Summary and Spreadsheet
- D. WMWA November Meeting Minutes
- E. Hennepin Co. AIS Prevention Grant Report
- F. WCA Notices of Decision, Plymouth
- G. WCA Notices of Application and Decision, Medicine Lake
- H. WCA Notice of Application and Decision, Luce Line Trail

**8. ADJOURNMENT** - The meeting adjourned at 10:02 a.m.



# EXECUTIVE SUMMARY

## Public Works

763-593-8030 / 763-593-3988 (fax)

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**Golden Valley City Council Meeting  
February 4, 2020**

### **Agenda Item**

3. E. 1. Approve Purchase of Sanitary Sewer Flow Meter Upgrades

### **Prepared By**

Tim Kieffer, Public Works Director

### **Summary**

The sanitary sewer flow meters need to be upgraded from 2G to 4G cellular service because the current cellular provider is discontinuing 2G service. The upgrades will enable the flow meters to continue transmitting flow data and notify staff of alarms. Staff recommends replacing just the cellular units and not the entire flow meter to save money.

### **Financial Or Budget Considerations**

Staff recommends purchasing the equipment from the state contract through the State of Minnesota's cooperative purchasing venture (CPV). The Minnesota Materials Management Division has awarded contract number 78637 through the CPV.

The 2020 Water & Sanitary Sewer Capital Improvement Program (CIP) includes \$35,000 for the purchase of sewer flow meters (W&SS-076). The total cost to replace all 15 cellular units is \$35,167.50. The additional \$167.50 will come from reserve funds.

### **Recommended Action**

Motion to approve purchase of sanitary sewer flow meter upgrades from Tech Sales Co. in the amount of \$35,167.50.

### **Supporting Documents**

- Tech Sales Co. Quote (1 page)

# QUOTATION

**Quotation From:**

TECH SALES CO.  
311 W. 44TH STREET  
MINNEAPOLIS MN 55409  
Ph: (612) 823-8238 Fx: (612) 823-4272

Page: 1

**Quotation For:**

City of Golden Valley  
7800 Golden Valley Road  
Golden Valley MN 55427  
Ph: (763) 593-8075 Fx: (763) 593-3988

Quotation#: 2190051  
Revision#:   
Date: 01/22/20

Attn: Scott Johnson E-Mail: sdjohnson@goldenvalleymn.gov  
Ref: Isco 2103ci LTE Modems

**Please Address Order To:**

TECH SALES CO.  
311 W. 44TH STREET  
MINNEAPOLIS MN 55409

FOB: Destination  
Shipment: 3-4 Weeks ARO  
Salesman: Travis DeGroot  
Validity: 30 Days  
Terms: NET 30 DAYS

\*\*\*Pricing per MN State Contract# 78637 & Free Shipping\*\*\*

Item	Qty	Part#/Description	Unit Price	Total Price
1	15	682000098 Isco 2103ci CDMA/LTE 4G Cell Phone Package w/ magnetic mount dual band antenna. Provides wireless communications (configuration, data retrieval, push data, text message alarms) with the 2100 Series site. Powered from the module stack.  Requires customer provided Verizon account with static IP service, paid by customer.	2,194.50	32,917.50
2	15	605314908 SPA 1908. Blade Antenna with SMB style connector.	150.00	2,250.00
			<b>Quote Total:</b>	<b>35,167.50</b>

Prices shown do include freight but NOT sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By: Travis DeGroot



# EXECUTIVE SUMMARY

## Parks and Recreation

763-512-2345 / 763-512-2344 (fax)

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### Golden Valley City Council Meeting

February 4, 2020

#### Agenda Item

3. E. 2. Authorize Agreement for Synthetic Turf on the Lawn Bowling Green at Brookview

#### Prepared By

Mike Ward, Golf Maintenance Manager

Rick Birno, Director of Park and Recreation

#### Summary

Due to the popularity and extensive use patterns of the Lawn Bowling Green at Brookview, staff is struggling to maintain natural turf on the playing surface. In order to meet current demand for rental use, league play and extend the season both opening earlier in the spring and keeping the facility open much later in the fall, staff is recommending replacing the natural turf with a synthetic turf product. The proposed synthetic turf will also allow staff the opportunity to potentially offer a more diverse group of activities on the green including social gatherings, outdoor movies, croquet, bag leagues, curling, skating rink, etc. If approved, project would begin spring of 2020.

#### Financial Or Budget Considerations

The 2020 - 2029 Golf Course Capital Improvement Program budget includes \$145,750 for the replacement of the natural turf with synthetic turf. Staff hosted three contractors' onsite to review the proposed project and the following quotes were received:

Peterson Companies, Inc.	\$139,870
SYNLawn, Inc.	\$189,000
Alta Falls – Grass Tex	No Written Quote Received

#### Recommended Action

Motion to authorize the Mayor and City Manager to execute the Agreement with Peterson Companies, Inc. in the form approved by the City Attorney for the purchase and installation of synthetic turf on the Lawn Bowling Green at Brookview in the amount of \$139,870.

#### Supporting Documents

- Agreement with Peterson Companies to Purchase and Install Synthetic Turf on Brookview Lawn Bowling Green (10 pages)

**AGREEMENT BETWEEN THE CITY OF GOLDEN VALLEY  
AND PETERSON COMPANIES, INC.  
TO PURCHASE & INSTALL SYNTHETIC TURF  
ON BROOKVIEW LAWN BOWLING GREEN**

THIS AGREEMENT is made this 4th day of February, 2020 (“Effective Date”) by and between Peterson Companies, Inc., a Minnesota corporation with its primary place of business located at 8326 Wyoming Trail, Chisago City, MN 55013 (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, Minnesota 55427 (“City”):

**RECITALS**

- A. Contractor is engaged in the business of providing synthetic turf, including installation and related services.
- B. The City desires to hire Contractor to provide new synthetic turf and to install said turf at the City-owned Lawn Bowling Green.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

**AGREEMENT**

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit A**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.
2. **Time for Completion.** Contractor shall commence Work on or before May 1, 2020. Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s golf maintenance supervisor on or before May 15, 2020 (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, shall not exceed \$139,870.00. The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall invoice the City for all amounts due upon final completion of the Work and the City's payment shall be made within 30 days after Contractor's statement. Contractor's statement shall contain a detailed list of project labor and supplies provided by Contractor.

4. **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.

5. **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.

6. **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 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.

7. **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").

8. **Warranties.**

- a. 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.

- b. 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 herein. If, in the opinion of the City, any repairs are made necessary by reason of defective design, material or workmanship, or by reason of nonconformance with the terms of this Agreement during the Guarantee Period, Contractor shall correct complete all required repairs and replacements, at its sole expense, 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. Contractor hereby assigns and transfers all available warranty rights with respect to the materials to the City.

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

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

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

11. **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.

12. **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.

13. **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.

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

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

maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

- c. Commercial General Liability in an amount of not less than \$2,000,000.00 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
  - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - ii. Personal and advertising injury;
  - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
  - iv. Bodily injury or property damage arising out of completed operations; and
  - v. Contractor's indemnity obligations under this Agreement.

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Rick Birno, Park and Recreation Director, or designee. Contractor's authorized agent for purposes of administration of this contract is Janelle Miller, or designee who shall perform or supervise the performance of all Work.

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

CONTRACTOR  
Peterson Companies  
Attn: Janelle Miller  
8326 Wyoming Trail  
Chisago City, MN 55013

THE CITY  
City of Golden Valley  
Attn: Michael Ward  
7800 Golden Valley Road  
Golden Valley, MN 55427  
mward@goldenvalleymn.gov

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

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

**PETERSON COMPANIES:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF GOLDEN VALLEY:**

By: \_\_\_\_\_  
Shepard M. Harris, Mayor

By: \_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EXHIBIT A**  
**SCOPE OF WORK**

*Contractor shall complete the following work to convert the 120'X120' (14,400 SF) natural grass lawn bowling pitch to a synthetic turf lawn bowling pitch:*

- Install weight distribution mats from the parking lot over existing landscaping and sidewalk for protection of existing features to remain
- Excavate, load and dispose of existing grass and root zone at 2" depth. These materials will be exported from the site and properly disposed of.
- Sub cut remaining depth to allow for proposed aggregate sections for synthetic turf base material. The sand peat materials will be trucked to local city stockpile and dumped. Owner to push up materials on dump end. Approximate quantity of sand peat hauled to stockpile will be 400 CY.
- Locate existing drainage and extend rock to surface in a few locations to ensure efficient drainage
- Furnish and install treated 2"X4" nailer board on all sides of bowling pitch to existing concrete
- Furnish and install non-woven geotextile separation fabric on subgrade
- Furnish and install 4" of ¾" crushed igneous rock (industry standard for synthetic turf fields)
- Furnish and install 2" of 3/8" minus crushed igneous rock (industry standard for synthetic turf fields)
- Laser tolerance grade entire pitch to prepare for synthetic turf install
- Install synthetic turf desired for application complete, ready for play
- Remove access and sweep parking lot following completion of all work.
- Estimated project duration is less than 2 weeks.

**Proposal specifically excludes the following:**

- Permits (assumed to be none)
- Performance/Payment bonds
- Replacement of shrubs/mulch, natural turf, etc. for area used as access
- Pushing on city dump end where sand peat will be stockpiled. Owner to provide necessary pushing at stockpile area.



# EXECUTIVE SUMMARY

## Parks and Recreation

763-512-2345 / 763-512-2344 (fax)

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**Golden Valley City Council Meeting**  
**February 4, 2020**

### **Agenda Item**

3. E. 3. Authorize Grant Agreement with Hennepin County for Scoreboards for Isaacson Park

### **Prepared By**

Rick Birno, Parks & Recreation Director

### **Summary**

The City, in cooperation with Golden Valley Little League, applied for and was awarded \$4,120 through the Hennepin County Youth Sports Grant Program. The grant money will be used to purchase and install scoreboards on fields #2 and #3 at Isaacson Park. The City Attorney has reviewed agreement for approval.

### **Financial Or Budget Considerations**

Funds have been budgeted in the 2020 – 2029 Park CIP fund to partner with the Hennepin County grant and the Golden valley Little League donation.

### **Recommended Action**

Motion to authorize the Mayor and City Manager to execute the Hennepin County Youth Sports Grant Agreement in the form approved by the City Attorney for Scoreboards for Isaacson Park.

### **Supporting Documents**

- Hennepin County Youth Sports Grant Agreement (12 pages)

## GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), and the City of Golden Valley, 7800 Golden Valley Road, Golden Valley, MN 55427 (“GRANTEE”).

### Recitals

1. Section 473.757, subd. 2 of Minnesota Statutes authorizes COUNTY to make grants for youth activities and youth and amateur sports within Hennepin County with certain funds collected as part of the sales tax authorized in Section 473.757, subd. 10 of Minnesota Statutes.
2. Pursuant to Hennepin County Board Resolution 09-0320R3, COUNTY created the Hennepin Youth Sports Program. The Hennepin Youth Sports Program makes grants for youth sports and activities and amateur sports within Hennepin County.
3. GRANTEE applied for a grant award from the Hennepin Youth Sports Program, and COUNTY authorized an award to Grantee through Resolution 19-0488R1 dated December 12, 2019. This award is to be distributed pursuant to the terms herein.

The parties agree as follows:

### 1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”) commencing January 1, 2020 and expiring December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

The grant funds awarded to GRANTEE shall not exceed \$4,120 (“Grant”).

### 2. GRANT REQUIREMENTS

GRANTEE shall complete the activities outlined in its Hennepin Youth Sports Program application submitted to COUNTY (“Project”), namely: purchase of Daktronics baseball scoreboard for use at Isaacson Park.

Within ninety (90) days of completion of the Project, GRANTEE shall report information about the Project and other data related to the Project as may be reasonably requested by COUNTY.

3. GRANT DISBURSEMENT

COUNTY shall reimburse Project expenditures up to the amount identified in Section 1. GRANTEE must request disbursement of funds following completion of the Project and provide documentation of Project expenditures. This request shall be made to the Minnesota Amateur Sports Commission in the form of **Attachment A**.

Except for the Grant funds, COUNTY shall not pay or be responsible for any amounts to GRANTEE.

Payments shall be made pursuant to COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in GRANTEE's name.

4. INDEPENDENT CONTRACTOR

GRANTEE shall select the means, method, and manner of performing Grant Requirements, if any. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of COUNTY for any purpose. GRANTEE is and shall remain an independent contractor under this Agreement. GRANTEE shall secure at its own expense all personnel required in completing Grant Requirements, if any, under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any work required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of GRANTEE's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of state, local or federal law, against GRANTEE, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. AFFIRMATIVE ACTION

GRANTEE may be granted an exemption from the requirements of this Section for one of the following reasons:

- (1) Agreement is for emergency or life safety-related purchases;
- (2) GRANTEE has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
- (3) GRANTEE had an average of forty (40) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of this Agreement; or
- (4) Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.

A. Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, listed above, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then GRANTEE shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.

B. Compliance; Remedies. GRANTEE shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. GRANTEE shall remain in compliance with all applicable requirements through the term of this Agreement. GRANTEE shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. If GRANTEE fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or the MDHR, or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

8. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold

harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

9. INSURANCE

[INTENTIONALLY OMITTED]

10. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

11. DATA PRIVACY AND SECURITY

GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of

GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.
- C. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and 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.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the 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. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to GRANTEE. In the event of cancellation/termination, COUNTY shall have no obligation to reimburse Project expenditures for which a reimbursement request has not been received by the date of cancellation/termination.
- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due COUNTY from GRANTEE is determined. Following notice from COUNTY of the claimed breach and damage, GRANTEE and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not

constitute a general waiver or relinquishment throughout the entire term of the Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA AND MARKETING; and MINNESOTA LAW GOVERNS.

17. GRANT ADMINISTRATION

(“Grant Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Rick Birno (763) 512-2342 (rbirno@goldenvalleymn.gov) shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. PAPER RECYCLING

COUNTY encourages GRANTEE to develop and implement an office paper and newsprint recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, 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 COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to

the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA AND MARKETING

The parties shall cooperatively and collaboratively develop Project marketing including but not limited to a permanent plaque or sign, news releases, public announcements, social media, video, civic opportunities, logos and community events. GRANTEE shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

GRANTEE shall provide an advance copy of any independently developed messaging and marketing materials regarding the Project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of the Project, this grant or is otherwise contrary to COUNTY's best interests.

For clarification and not limitation, this section applies all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. 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.

24. HENNEPIN COUNTY PERSONAL PROPERTY TAX AND PROPERTY TAX

GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this contract. If the County finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), County may refuse to disburse funds or require the return of all or part of the funds already disbursed.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by  
the County Attorney's Office:

COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:



**Thomas Rupp**

E-signed 2020-01-22 11:26AM CST

Thomas.Rupp@hennepin.us

Hennepin County

Sr. Financial Management Analyst



GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

\*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

HENNEPIN YOUTH SPORTS PROGRAM GRANT  
ATTACHMENT A

**VERIFICATION OF PROJECT COMPLETION AND  
REQUEST FOR REIMBURSEMENT**

Grantee Name	Grant Agreement No.
Address of Project Location	
Description of Project	
<b>Maximum Grant Award</b>	<b>Grant Amount Requested</b>

**Grantee verifies and requests as follows:**

1. The Project described in the Grant Agreement has been completed.
2. A Certificate of Occupancy for the Project has been obtained, if required.
3. Any signage required by the Grant Agreement is in place.
4. The Grant Amount Requested has been expended on the Project, and documentation of Project expenses totaling the Grant Amount Requested is attached.

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This document is to be mailed to:  
Lynda Lynch  
Minnesota Amateur Sports Commission  
1700 105<sup>th</sup> Avenue NE  
Blaine, MN 55449



# EXECUTIVE SUMMARY

## Physical Development

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

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### Golden Valley City Council Meeting February 4, 2020

#### Agenda Item

3. F. 1. Approve Resolutions Supporting Hennepin County Grant Funding Applications

#### Prepared By

Myles Campbell, Planner

#### Summary

The following non-profit organizations have requested a letter of support from the City of Golden Valley for their grant funding applications. The funding pools include the Community Development Block Grant (CDBG), HOME, and Affordable Housing Incentive Fund (AHIF). All of these programs are funded by the Federal government and administered by Hennepin County. Resolutions authorizing the submittal of letters of support from the City are attached. In general, the City provides letters of support for programs that meet a demonstrated need in the community. In addition, the City has been supportive of services that the City does not typically provide, such as social services for elderly, low-and-moderate income, special needs, and homeless populations. This is consistent with the City's goals and vision set forth in the 2040 Comprehensive Plan. The following non-profit organizations have been successful with past grant awards and staff expects that this will continue in 2020.

#### Hammer Residences

Hammer Residences is a non-profit organization that provides housing and support services to adults and children living with developmental disabilities. The organization works throughout the western Metro area, and operates two group homes within Golden Valley. The organization has developed a proposal for the use of Hennepin County CDBG funds for the purpose of continued renovations and maintenance at both of these sites. A six-person group home on Lee Avenue will be renovated to provide updated flooring and stair materials, while a four-person group home on Unity Avenue needs its driveway to be replaced. Hennepin County's CDBG program is one of many funding sources that Hammer utilizes to maintain high quality housing for its residents.

#### HOME Line

HOME Line is a non-profit organization that provides free and low-cost legal, organizing, education, and advocacy services. HOME Line provides renters with the tools necessary to keep their homes safe, in good repair, and affordable. The organization has developed a proposal for the use of Hennepin County CDBG funds for their Tenant Hotline, which provides free legal advice to tenants about landlord and tenant law. These services prevent problems ranging from homelessness to illness from unsafe living conditions, and result in reducing the use of local emergency resources. In 2019, HOME Line advised approximately 53 renter households in Golden Valley. The most common issues they advised on included

repairs, evictions, and security deposits. The CDBG program is one of many funding sources for this program.

### PRISM

People Responding in Social Ministry (PRISM) is a community-based non-profit organization with a mission to provide social services and connections that empower people in the community to build healthy, stable lives. PRISM has developed a proposal for the use of Hennepin County CDBG funds for income-qualified people living in Golden Valley as well as other nearby communities. The proposal requests CDBG funding for the Homelessness Prevention Program. This program provides financial assistance to individuals and families who are at risk of losing their home and facing homelessness due to a crisis or temporary circumstance. In addition to providing emergency assistance for rent and other housing costs, PRISM negotiates with landlords to help participants avoid costly housing court proceedings, obtains security deposits to allow timely move-ins, assists in applying for energy assistance programs, provides referrals for community resources, and more.

### WHAHLT

West Hennepin Affordable Housing Land Trust (WHAHLT), doing business as Homes Within Reach, is a community-based non-profit organization with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County. There are three single-family homes in the land trust in Golden Valley. WHAHLT has developed a proposal for the use of CDBG and Hennepin County HOME and Affordable Housing Incentive Funds (AHIF) for the acquisition, rehabilitation, and sale of an entry-level single-family home to income-qualified families and individuals who otherwise would be unable to buy a home in Golden Valley. The City would not contribute any funding for this project. After having success last year in acquiring funding for a home acquisition, WHAHLT is looking to acquire and rehabilitate a new location that could then be sold to an income-qualified household.

### **Financial Or Budget Considerations**

For each of these applications, the City is providing no monetary aid or assistance other than the letter of support for each.

### **Recommended Action**

Motions to adopt Resolutions Supporting the following Hennepin County Grant Funding Applications:

- A. Application by Hammer Residences to Hennepin County for Community Development Block Grant Funding.
- B. Application by HOME Line to Hennepin County for Community Development Block Grant Funding.
- C. Application by PRISM to Hennepin County for Community Development Block Grant Funding.
- D. Application by WHAHLT to Hennepin County for Community Development Block Grant Funding.
- E. Application by WHAHLT to Hennepin County for HOME and AHIF Funding.

### **Attachments**

- Resolution Supporting Application by Hammer Residences to Hennepin County for Community Development Block Grant (CDBG) Funding (1 page)

- Resolution Supporting Application by HOME Line to Hennepin County for Community Development Block Grant (CDBG) Funding (1 page)
- Resolution Supporting Application by People Responding in Social Ministry (PRISM) to Hennepin County for Community Development Block Grant (CDBG) Funding (1 page)
- Resolution Supporting Application West Hennepin Affordable Housing Land Trust (WHAHLT) to Hennepin County for Community Development Block Grant (CDBG) Funding (1 page)
- Resolution Supporting Application by West Hennepin Affordable Housing Land Trust (WHAHLT) for Hennepin County Home and Affordable Housing Incentive (AHIF) Funding (1 page)

RESOLUTION NO. 20-10

RESOLUTION SUPPORTING APPLICATION BY HAMMER RESIDENCES FOR  
HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM FUNDING

WHEREAS, Hammer Residences is a non-profit organization that provides residential services for adults with physical and developmental disabilities, with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County; and

WHEREAS, Hammer has developed a proposal for the use of Hennepin County CDBG funds; and

WHEREAS, the proposal requests funding for the renovation of two existing group home properties in Golden Valley that are in need of repairs that are directly related to the residents' safety and quality of life.

NOW THEREFORE BE IT RESOLVED, by the City Council of Golden Valley that the Council supports the application for funding from Hennepin County CDBG and authorizes submittal of a letter of support for the funding application.

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-11

RESOLUTION SUPPORTING APPLICATION BY HOME LINE TO HENNEPIN COUNTY  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, HOME line is a non-profit organization that provides free and low-cost legal, organizing, education, and advocacy services to renters that keeps their homes safe, in good repair, and affordable; and

WHEREAS, HOME line has developed a proposal for the use of Hennepin County CDBG funds to serve renters living in Golden Valley; and

WHEREAS, the proposal requests CDBG funding for the HOME Line Tenant Hotline, which provides free legal advice to tenants about landlord and tenant law.

NOW THEREFORE BE IT RESOLVED by the City Council of Golden Valley that the Council supports the application for funding from the Hennepin County CDBG Program and authorizes submittal of a letter of support for the funding application.

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

---

Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-12

RESOLUTION SUPPORTING APPLICATION BY PEOPLE RESPONDING IN SOCIAL  
MINISTRY (PRISM) TO HENNEPIN COUNTY FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDING

WHEREAS, PRISM is a community-based non-profit organization with a mission to provide social services and connections that empower people in the community to build healthy, stable lives; and

WHEREAS, PRISM has developed a proposal for the use of Hennepin County CDBG funds for income-qualified people living in Golden Valley as well as other nearby communities; and

WHEREAS, the proposal requests funding for the Homelessness Prevention Program, which provides financial assistance to individuals and families who are at risk of losing their home and facing homelessness due to a crisis or temporary circumstance.

NOW THEREFORE BE IT RESOLVED by the City Council of Golden Valley that the Council supports the application for funding from Hennepin County CDBG Program and authorizes submittal of a letter of support for the funding application.

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

---

Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-13

RESOLUTION SUPPORTING APPLICATION BY WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST (WHAHLT) FOR HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDING

WHEREAS, WHAHLT is a community-based non-profit organization, doing business as Homes Within Reach, with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County; and

WHEREAS, WHAHLT has developed a proposal for the use of Hennepin County CDBG funds; and

WHEREAS, the proposal requests funding for the acquisition, rehabilitation, and sale of entry-level properties to income-qualified families and individuals.

NOW THEREFORE BE IT RESOLVED, by the City Council of Golden Valley that the Council supports the application for funding from Hennepin County CDBG and authorizes submittal of a letter of support for the funding application.

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

---

Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-14

RESOLUTION SUPPORTING APPLICATION BY WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST (WHAHLT) FOR HENNEPIN COUNTY HOME AND AFFORDABLE HOUSING INCENTIVE (AHIF) FUNDING

WHEREAS, WHAHLT is a community-based non-profit organization, doing business as Homes Within Reach, with a mission to use the Community Land Trust model to create and preserve affordable homeownership opportunities for families in suburban Hennepin County; and

WHEREAS, WHAHLT has developed a proposal for the use of Hennepin County HOME and AHIF funds; and

WHEREAS, the proposal requests funding for the acquisition, rehabilitation, and sale of entry-level properties to income-qualified families and individuals.

NOW THEREFORE BE IT RESOLVED, by the City Council of Golden Valley that the Council supports the application for funding from Hennepin County HOME and AHIF Programs and authorizes submittal of a letter of support for the funding application.

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

---

Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## City Administration

763-593-8006 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting February 4, 2020

#### **Agenda Item**

3. G. Appointment of Election Judges and Absentee Ballot Board for the Presidential Primary Election on March 3, 2020

#### **Prepared By**

Kris Luedke, City Clerk

#### **Summary**

As required per Minnesota Statute 204B.21, Council needs to approve the appointment of the Election Judges and Absentee Ballot Board for the upcoming general election. The Absentee Ballot Board judges will have the responsibility of accepting and rejecting absentee ballots based on the criteria set by the State.

Hennepin County will appoint Absentee Ballot Board judges that will be responsible for accepting/rejecting all mail in absentee ballots received at the Hennepin County Government Center.

#### **Financial Or Budget Considerations**

Per Minn. Stat. 207A.15 Presidential Nomination Primary Election Expenses; Local Reimbursement, the City will be reimbursed for the salaries of the election judges for the Presidential Primary.

#### **Recommended Action**

Motion to adopt Resolution approving appointment of the Election Judges and Absentee Ballot Board for the Presidential Primary Election on March 3, 2020.

#### **Attachments**

- Resolution approving the appointment of Election Judges and Absentee Ballot Board for the Presidential Primary Election on March 3, 2020 (2 pages)

RESOLUTION 20-15

RESOLUTION APPROVING THE APPOINTMENT OF ELECTION  
JUDGES AND ABSENTEE BALLOT BOARD FOR THE  
PRESIDENTIAL PRIMARY ELECTION ON MARCH 3, 2020

WHEREAS, Minnesota Election Law 204B.21 requires that persons serving as election judges be appointed by the City Council at least 25 days before the election.

NOW, THEREFORE, BE IT RESOLVED by the Golden Valley City Council that the individuals named on Exhibit A, and on file in the office of the City Clerk be appointed as the City of Golden Valley Election Judges and Absentee Ballot Board Judges for the March 3, 2020, Presidential Primary Election.

BE IT FURTHER RESOLVED the Golden Valley City Council also appoints other individuals and all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Election Manager to serve as members of the Absentee Ballot Board.

BE IT FURTHER RESOLVED that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Adopted by the City Council of Golden Valley, Minnesota on the 4<sup>th</sup> day of February, 2020.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

**Exhibit A****2020 Election Judges**

The following individuals are appointed to serve at the Presidential Primary Election on March 3, 2020:

Anderson, Chuck  
Bartol, Colin  
Beman, David  
Bergman, Roger  
Bergquist, Renee  
Bucklin, Alision  
Burke-Scheffle, Kathleen  
Cohen, Gary  
Condon, Marilyn  
Decker, Kay  
Decker, Daniel  
George, Teresa  
George, Janet  
Gerber, Dale  
Girard, Pierre  
Hasselbusch, Cynthia  
Hietala, Connie  
Hoffstedt, Diane  
Ihrke, Toni  
Johnson, Maria  
Jorgens, Gwen  
Kilner, Marilyn  
King, Dwayne  
Krenn, Barbara

L'Enfant, Julia  
Mitchell, Norm  
Myers, Kay  
Neudecker, Joan  
Osvold, Dianne  
Osvold, Bruce  
Pagenkopf, Jane  
Palmquist, Lois  
Pugh, Laura  
Robinson, Beverly  
Scanlon, Tom  
Schulte, Bill  
Schulte, Janet  
Strobel, Nancy  
Sunderland, Delphine  
Tiffin, Marie  
Tillman, Barb  
Toll, Sharon  
Toren, Hilary  
Tvedt, Gordon  
Van Hook, Mary  
Wells, Jackie  
Yeager, Carrie

Absentee Ballot Board  
Gate, Danii  
Hietala, Connie  
Huisman, Claire  
Romano, Tomas  
Schwable, Sue  
Stresemann, Marjorie  
Watson, Sue



# EXECUTIVE SUMMARY

## Physical Development

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

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### Golden Valley City Council Meeting February 4, 2020

#### Agenda Item

3. H. Approve Resolution for 2020 Pavement Management Program to Approve the Plans and Specifications and Order Advertisement of Bids, Project No. 20-01

#### Prepared By

Jeff Oliver, City Engineer

R.J. Kakach, Assistant City Engineer

#### Summary

On January 21, 2020, the Council held a public hearing regarding the improvements proposed for the 2020 Pavement Management Program. The proposed improvements include rehabilitation of 1.3 miles of local streets identified on the attached project location map. Council is now asked to consider a resolution approving the plans and specifications and ordering the advertisement of bids. The plans and specification for the project are available in the City Clerk's office as required by statute. The specifications include the contract, general conditions, and special conditions as well as the construction plans.

The estimated total project costs are as follows:

2020 PMP = \$5,545,000

The estimated costs include all street rehabilitation, sanitary sewer and water main repair and replacement, and storm sewer construction. An estimated 25% of the construction costs have been included for indirect project costs, which includes project design, staking, construction observation administration, and legal expenses. Also included in the street construction cost is a \$40,000 incentive to be paid to the contractor for substantially completing the work on or before the specified completion date. The substantial completion date for this project has been established to be Friday, October 2, 2020.

The anticipated project schedule is as follows:

Public Hearing for Improvements	January 21, 2020
Open Bids for 2020 PMP	February 27, 2020
Award Contract 2020 PMP	April 7, 2020
Public Hearing for Special Assessments	April 7, 2020
Begin Construction 2020 PMP	May 2020
Project Completion 2020 PMP	October 2020

**Financial Or Budget Considerations**

The proposed project financing is as follows:

Sewer and Water Reserve Fund (SS-01)	\$1,200,000
Storm Sewer Improvement Fund (W&SS-001)	\$ 750,000
Street Improvement Funds (S-001)	\$3,595,000
<b>Total Project Cost</b>	<b>\$5,545,000</b>

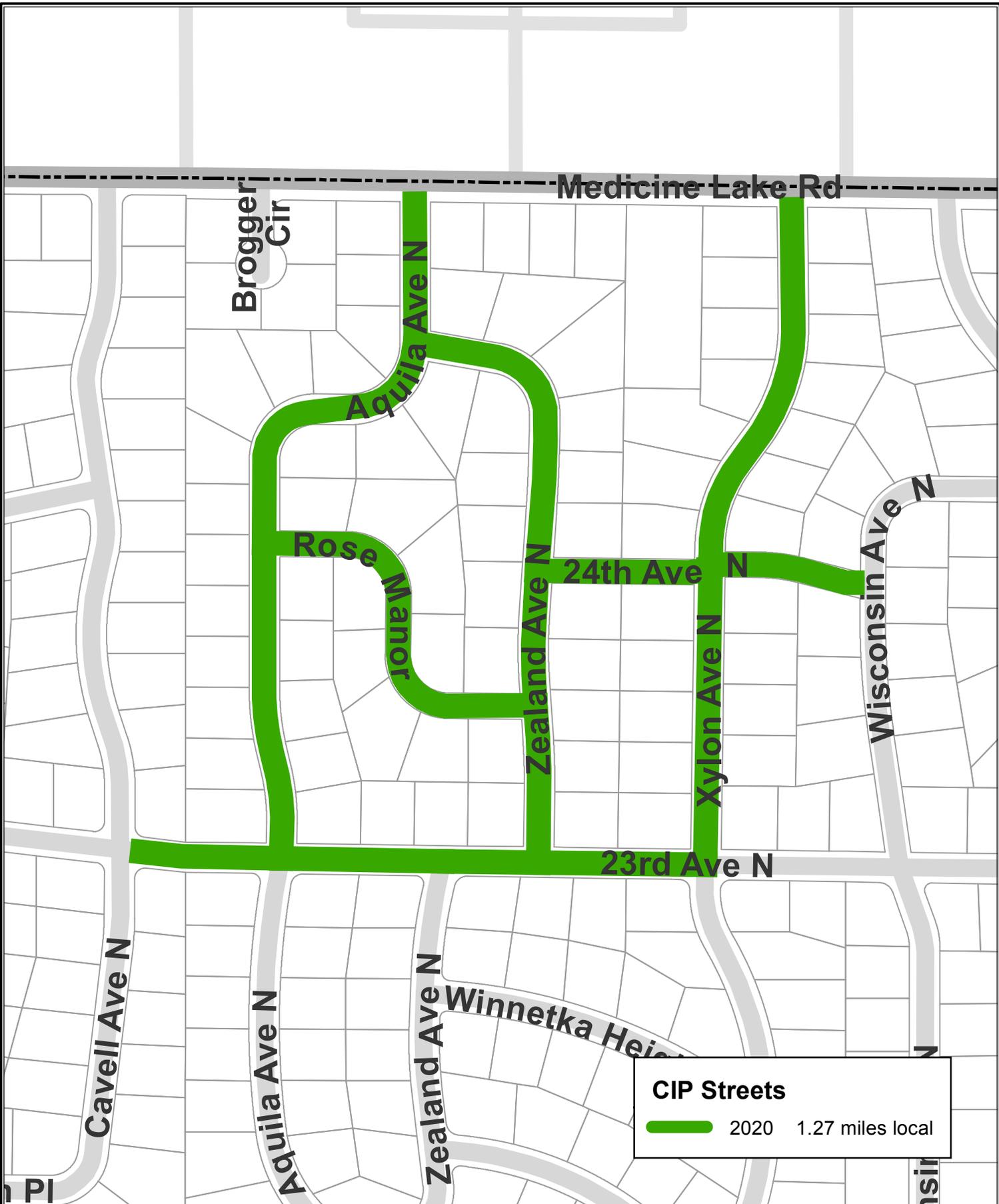
These financing sources are consistent with the City's 2020 Capital Improvement Plan, except that expenses to be paid from the Street Improvement Fund (S-001) have increased \$245,000 as a result of the decision to increase the street width from 26' to 28' and the inclusion of the incentive payment. Special assessments will fund the increase and reimburse the Street Improvement Fund.

**Recommended Action**

Motion to adopt Resolution ordering the approval of the plans and specification and ordering the advertisement of bids for the 2020 Pavement Management Program.

**Supporting Documents**

- Project Location Map (1 page)
- Resolution ordering construction of certain proposed public improvements and authorizing advertisement for bids for City Project 20-01, 2020 Pavement Management Program (1 page)



**CIP Streets**

 2020 1.27 miles local

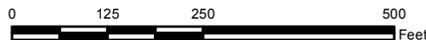


# 2020 PMP

Print Date: 10/22/2019

Sources:

- Hennepin County Surveyors Office for Property Lines (2019) & Aerial Photography (2018).
- City of Golden Valley for all other layers.





# EXECUTIVE SUMMARY

## Human Resources

763-593-3989 / 763-593-8109 (fax)

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**Golden Valley City Council Meeting  
February 4, 2020**

### **Agenda Item**

3. I. Budget Adjustment for Equity, Inclusion & Volunteer Staff

### **Prepared By**

Kirsten Santelices, Human Resources Director

### **Summary**

In December 2019, the City Council approved the addition of an Equity, Inclusion, and Volunteer employee. Upon further review of the City's needs in the areas of equity, inclusion, and the City's volunteer program, the City has updated the job description to include additional duties and increased the role from a Coordinator to a Manager. It is anticipated that the change in essential responsibilities and increase in salary will result in a broader pool of qualified candidates.

Upon approval by the City Council, the changes in position will be effective on February 5, 2020.

### **Financial Or Budget Considerations**

The reflection on the total 2020 budget is \$19,120.

### **Recommended Action**

Motion to adopt Resolution amending the 2020 General Wages and Salary for the Equity, Inclusion, and Volunteer Manager position.

### **Supporting Documents**

- Resolution Amending 2020 Wages and Salaries for the Equity, Inclusion, and Volunteer Manager and 2020 Budget Amendment (1 page)

RESOLUTION NO. 20-16

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PROPOSED  
PUBLIC IMPROVEMENTS AND AUTHORIZING ADVERTISEMENT FOR BIDS  
FOR THE 2020 PAVEMENT MANAGEMENT PROJECT

WHEREAS, pursuant to Resolution No. 20-09 passed by the city council on January 21, 2020, the city engineer has caused plans and specifications to be prepared for the improvement of the 2020 Pavement Management Program, City Project #20-01 (the "Improvement") and has presented such plans and specifications to the council for approval.

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

1. The City Engineer, as the designated engineer for the Improvement, is hereby authorized, ordered and instructed to obtain proposals for the same in accordance with said report.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids for the making of the Improvement under the approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be done, shall state that bids will be received by the clerk until 10 am on March 5, 2020, at which time they will be publicly opened in the city council chambers of the city hall by the city engineer, will then be tabulated, and will be considered by the council on April 7, 2020. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Golden Valley for 5% percent of the amount of such bid.
3. The cost of said improvements shall be paid in part out of special assessments to be levied.

Adopted by the City Council of Golden Valley, Minnesota this 4th day of February, 2020.

\_\_\_\_\_  
Shepard M. Harris, Mayor

ATTEST:

\_\_\_\_\_  
Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-17

RESOLUTION AMENDING 2020 WAGES AND SALARIES FOR THE EQUITY, INCLUSION, AND VOLUNTEER MANAGER AND 2020 BUDGET AMENDMENT

WHEREAS, in the 2019 Budget was adopted on December 3, 2019; and

WHEREAS, in 2020 the need for certain positions in the Manager's Department; and

WHEREAS, the Equity, Inclusion, and Volunteer Manager position and wage will be adjusted; and

WHEREAS, this amendment allocates Fund Balance to those expenditures for each area outlined below; and

WHEREAS, the Manager's Department Fund will be reflected with the 2020 Budget process; and

BE IT RESOLVED by the City Council of the City of Golden Valley, Minnesota, that the wage of Equity, Inclusion, and Volunteer Manager is as follows:

<b>EXEMPT</b>	Step 1	Step 2	Step 3	Step 4	Step 5
Equity, Inclusion, and Volunteer Manager	\$72,228	\$75,668	\$79,107	\$82,547	\$85,986

BE IT FURTHER RESOLVED by the City Council of the City of Golden Valley, Minnesota, that the 2020 Amended General Fund Budget is hereby given final approval.

<u>DIVISION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
018	<u>Expenses</u> Manager's Department (1030-6110)	\$19,120
	Fund Balance	<u>\$19,120</u>

Adopted by the City Council of Golden Valley, Minnesota on this 4<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Shepard M. Harris, Mayor

ATTEST:

\_\_\_\_\_  
Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## Physical Development

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

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**Golden Valley City Council Meeting**  
**February 4, 2020**

### **Agenda Item**

6. A. City Adoption of 2040 Comprehensive Plan

### **Prepared By**

Jason Zimmerman, Planning Manager

### **Summary**

As required by Minnesota State Statute 473.864, all local governments in the Twin Cities metropolitan area must submit an update of their Comprehensive Plan to the Metropolitan Council every ten years. The Met Council, as guided by State law, then ensures that each Comprehensive Plan adheres to the regional framework and is not in conflict with the metropolitan system plans.

On November 13, 2018, the Planning Commission reviewed the final draft of the City's proposed 2040 Comprehensive Plan and unanimously recommended it be approved. On December 4, 2018, the City Council held a public hearing and voted to approve the plan.

The plan was submitted to the Met Council in January of 2019 and, after a lengthy period of conversation and revisions to targeted sections of the document, it was ultimately approved by the full Council on January 22, 2020.

The final step in the process is now for the City Council to adopt the 2040 Comprehensive Plan, which will allow the City to move forward with implementation.

An online version of the entire document with all appendices can be found on the City's web site here:

<http://www.goldenvalleymn.gov/planning/comprehensiveplanupdate/index.php>

### **Financial Or Budget Considerations**

None

### **Recommended Action**

Motion to adopt Golden Valley's 2040 Comprehensive Plan.