

City Council

REGULAR MEETING AGENDA

January 7, 2020 – 6:30 pm
Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

1. Call to Order

- A. Pledge of Allegiance
- B. Outgoing Council Member Recognition
- C. Oath of Office
 - Shepard Harris, Mayor
 - Maurice Harris, Council Member
 - Kimberly Sanberg, Council Member
- D. Seating of the Council
- E. Roll Call

Term Expires - 12/31/23
Term Expires - 12/31/23
Term Expires - 12/31/23

Pages

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 – December 17, 2019 3-8
- B. Designation of 2020 Official Newspaper 9
- C. Approval of City Check Register 10
- D. Designation of Depository for City Funds 20-01 11-13
- E. Licenses:
 - 1. Approve Temporary Liquor License - The Loppet Foundation 14
 - 2. Gambling License Exemption and Waiver of Notice Requirement – Pheasants Forever Northwest Suburban Chapter 839 15-17
- F. Minutes of Boards and Commissions:
 - 1. Planning Commission – November 25, 2019 18-22
 - 2. Board of Zoning Appeals – November 26, 2019 23-28
 - 3. Human Rights Commission – November 26, 2019 29-31
 - 4. Rising TIDES Task Force – November 15, 2019 32-34
 - 5. Bassett Creek Water Management Commission – November 20, 2019 35-39
- G. Approval of Bids and Quotes:
 - 1. Approve Purchase of Fire Utility Vehicle 40-42
 - 2. Approve Compensation Consultant Contract 43-65
- H. Acceptance of Grants and Donations:
 - 1. Adopt Resolution to Apply for Department of Natural Resource Grant – Pennsylvania Woods 20-02 66-70



This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



3. Consent Agenda - continued

- | | |
|---|-------|
| I. Approve Use of Credit Cards for Purchases | 71-72 |
| J. Annual Elections of the 2020-2021 Insurance Policy 20-03 | 73-74 |
| K. Approve 2020 Bike Lane Improvement Project for Design and Construction Professional Services Agreement | 75-81 |
| L. Approve School Resource Officer Service Agreement with Independent School District 281 | 82-85 |

4. Public Hearing

5. Old Business

6. New Business

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

- A. Review of Council Calendar
- B. Mayor and Council Communications
 - 1. Other Committee/Meeting updates

7. Adjournment

City Council

REGULAR MEETING MINUTES

December 17, 2019 – 6:30 pm

Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

1. Call to Order

The meeting was called to order at 6:30 pm by Mayor Harris.

1A. Pledge of Allegiance

1B. Roll Call

Present: Mayor Shep Harris, Council Members Joanie Clausen, Larry Fonneist, Gillian Rosenquist and Steve Schmidgall

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

1C. Presentation of Bill Hobbs Human Rights Award

Mayor Harris introduced the item and Human Rights Commission Chair Mitchell. Chair Mitchell provided information on the Bill Hobbs Award.

Mayor Harris presented the award to Ms. Gloria Peck and Ms. Ruth Paradise. Council thanked them for their service to the City. Ms. Peck and Paradise thanked the Human Rights Commission and the City for the award.

2. Additions and Corrections to Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Schmidgall to approve the agenda of December 17, 2019, as submitted and the motion carried.

3. Approval of Consent Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Clausen to approve the consent agenda of December 17, 2019, as revised removal of 3F2-Accept Donations for 2019 Ongoing Programs, 3F3-Approve Grant Agreement with Minnesota Housing Finance Agency, 3M-Support Future Bus Rapids Transit on Highway 55 and 3N-Authorize Partners in Energy Application with Xcel Energy and the motion carried.

3A. Approval of Minutes:

3A1. Council/Manager Meeting – November 12, 2019

3A2. City Council Meeting – November 19 and December 3, 2019

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

3C. Licenses:

3C1. Approve renewal of Cigarette/Tobacco licenses for Amstar Gas Station, Down in the Valley, Feist Automotive Group, Golden Valley Country Club, Golden Valley Holiday Store #3, Golden Valley Liquor Barrel, Holiday Stationstore, Schuller's Tavern, Speedway #4443 and #4497 and Top Star Tobacco & E-Cig from January 1, 2020, through December 31, 2020.

3. Approval of Consent Agenda – continued

- 3C2. Approve renewal of Therapeutic Massage Facility licenses as follows: Artistic Urges Hair Consultants, Massage Envy Spa, Pucon Massage and True Blue Massage from January 1, 2020, through December 31, 2020.
- 3C3. Approve renewal of Therapeutic Massage Facility license as follows: Core Healing Arts LLC from January 1, 2020, through December 31, 2020, pending a satisfactory completion of the background investigation.
- 3C4. Receive and file the Gambling License Exemption and approve the waiver of notice requirement for Golden Valley Good Shepherd Church.
- 3C5. Receive and file the Gambling License Exemption and approve the waiver of notice requirement for Rocky Mountain Elk Foundation.
- 3C6. Approve a Consumption and Display Permit for The Early Bird Café dba Mort's located at 525 Winnetka Avenue.
- 3D.** Minutes of the Boards and Commissions:
 - 3D1. Human Services Commission – October 24, 2019
 - 3D2. Environmental Commission – October 28, 2019
 - 3D3. Human Rights Commission – October 22, 2019
- 3E.** Approval of Bids and Quotes:
 - 3E1. Approve purchase of two 2020 Ford Police Utility Interceptors from Tenvoorde Ford, Inc. in the amount of \$77,297.12.
 - 3E2. Approve purchase of 2020 Mack Granite 62BR Tandem Axle Cab and Chassis from Nuss Truck & Equipment in the amount of \$135,823, and plows, equipment, hydraulic controls, combo sander, and anti-ice system from Towmaster Truck Equipment in the amount of \$213,008 and the trade-in of unit 779, dump body and V-box roll-offs from Nuss Truck & Equipment in the amount of \$55,000.
- 3F.** Acceptance of Grants and Donations:
 - 3F1. Authorize the Mayor and City Manager to execute the Healthy Tree Canopy Grant Agreement with Hennepin County in the form approved by the City Attorney to contribute funds for a tree inventory.
 - ~~3F2. Acceptance of 2019 Donations for the Ongoing Programs.~~
 - ~~3F3. Approve Grant Agreement with Minnesota Housing Finance Agency for 2019 Capacity Building Initiative Grant Program.~~
 - 3F4. Authorize the Mayor and City Manager to execute the 2017 Grant Agreement for the Metropolitan Council Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program in a form approved by the City Attorney to authorize the Reimbursement of Project Costs associated with Inflow/Infiltration Improvements.
- 3G.** Adopt **Resolution 19-73**, waiving the Public Hearing Pursuant to Minnesota Statutes 429.031 and Ordering Certification of Special Assessments on Driveways that Involve 2019 City Street Improvements.
- 3H.** Authorize the Mayor and City Manager to sign the agreement with the City of Robbinsdale Police Department in the form approved by the City Attorney for Animal Impound Services.
- 3I.** Adopt **Resolution 19-74**, electing to be governed by the provisions of Minnesota Statutes, section 272.162.
- 3J.** Receive and file the November 2019 Financial Reports.
- 3K.** Adopt **Resolution 19-75**, amending the Employee Handbook.

3. Approval of Consent Agenda - continued

- 3L.** Authorize the Mayor and City Manager to sign Engagement Letter and Addendum with the firm of Malloy, Montaque, Karnowski, Radosevich & Co. for the 2019 audit of the City.
- ~~**3M.** Consider Resolution Supporting future Bus Rapid Transit (BRT) service on Highway 55~~
- ~~**3N.** Authorize Partners Energy Application with Xcel Energy.~~
- 3O.** Authorize the Mayor and City Manager to execute the Sentencing to Service Program Services Agreement with Hennepin County in the form approved by the City Attorney to authorize the 2020 through 2021 Sentencing to Service Program in an amount not to exceed \$196,991.60.
- 3P.** Authorize the Mayor and City Manager to execute the Waste Delivery Agreement with Hennepin County in the form approved by the City Attorney to dispose of refuse.
- 3Q.** Acceptance of Board and Commission and Task Force Resignations:
 - 3Q1.** Accept the resignation of Mr. Maurice Harris from the Human Rights Commission.
 - 3Q2.** Accept the resignation of Mr. Maurice Harris from the Rising TIDES Task Force.
 - 3Q3.** Accept the resignation of Ms. Kimberly Sanberg from the Open Space & Recreation Commission.

3. Items Removed From the Consent Agenda:

3F2. Acceptance of 2019 Donations for Ongoing Programs

Council thanked organizations and individuals who donated to City programs throughout the year.

MOTION made by Council Member Fonnest, seconded by Council Member Clausen to adopt **Resolution 19-71**, accepting Donations for the Ongoing Programs. Upon a vote being taken the following voted in favor of: Clausen, Fonnest, Harris, Rosenquist and Schmidgall, the following voted against: none and the motion carried.

3F3. Approve Grant Agreement with Minnesota Housing Finance Agency for 2019 Capacity Building Initiative Grant

Planning Manager Zimmerman provided information on steps the City has taken to promote affordable housing in the community which included information on the Capacity Building Initiative grant.

MOTION made by Council Member Fonnest, seconded by Council Member Clausen to adopt **Resolution 19-72**, accepting a grant from the Minnesota Housing Finance Agency for Capacity Building Initiative Grant Program. Upon a vote being taken the following voted in favor of: Clausen, Fonnest, Harris, Rosenquist and Schmidgall, the following voted against: none and the motion carried.

MOTION made by Council Member Fonnest, seconded by Council Member Schmidgall to authorize the Mayor and City Manager to execute the State of Minnesota Grant Agreement between the City of Golden Valley and the Minnesota Housing Finance Agency in the form approved by the City Attorney for building the City's capacity to provide new affordable housing via vacant lands under public ownership and the motion carried.

3M. Consider Resolution Supporting future Bus Rapids Transit (BRT) on Highway 55

Physical Development Director Nevinski provided information on the future Bus Rapid Transit and potentially funding that may be needed to further study the corridor.

MOTION made by Council Member Rosenquist, seconded by Council Member Schmidgall to adopt **Resolution 19-76**, supporting future Bus Rapid Transit (BRT) service on Highway 55 and participation in additional study of the corridor. Upon a vote being taken the following voted in favor of: Clausen, Fonnest, Harris, Rosenquist and Schmidgall, the following voted against: none and the motion carried.

3N. Authorize Partners in Energy Application with Xcel Energy

Environmental Resources Supervisor Eckman provided information on the Partners in Energy Program, which included information on Xcel Energy's Community Collaboration program.

MOTION made by Council Member Fonnest, seconded by Council Member Schmidgall to authorize staff to apply for participation in Xcel Energy's Partners in Energy community collaboration program in 2020-2022 and authorize the City Manager to enter into a Memorandum of Understanding with Xcel Energy for Phase 1 Plan Development in a form acceptable to the City Attorney and the motion carried.

4. Public Hearing

5. Old Business

6. New Business

6A. Appeal of Board of Zoning Appeals Decision – 1601 Noble Drive

Planning Manager Zimmerman presented the staff report and answered questions from Council. City Attorney Cisneros answered questions and said this was not a public hearing but an appeal of the decision. She said the past appeals process was staff presents their viewpoint, recommendation and summary of the meeting and the applicant was given an opportunity to present their side and answer any questions.

Ms. Jacqueline Day, realtor, said she was representing the applicant, Mr. John Gabbert, who was unable to attend. She provided information on the applicant, the history of the lot purchase and the plans for the lot.

There was Council discussion regarding the Board of Zoning Appeals decision.

MOTION made by Council Member Rosenquist, seconded by Council Member Schmidgall to overturn the decision of the Board of Zoning Appeals on October 22, 2019, denying the requested variance, based on the materials and information presented to the City Council, and to adopt the findings and analysis included in the staff report presented to the Board of Zoning Appeals, dated

6A. Appeal of Board of Zoning Appeals Decision – 1601 Noble Drive – continued

October 22, 2019, and to the City Council, dated December 17, 2019, with the following condition and the motion carried:

1. Fire sprinkler systems shall be required in all new homes subsequently constructed within the PUD.

6B. Second Consideration – Ordinance #676 – Amendment to the 2020 Master Fee Schedule for Street Assessment Fees

Physical Development Director Nevinski presented the staff report and answered questions from Council.

MOTION made by Council Member Schmidgall, seconded by Council Member Clausen to adopt second consideration **Ordinance #676**, amending the 2020 Master Fee Schedule for Street Assessment fees. Upon a vote being taken the following voted in favor of: Clausen, Fonnest, Harris, Rosenquist and Schmidgall, the following voted against: none and the motion carried.

6C. Commitment for Carry Forwards for the 2019 General Fund Budget

Finance Director Virnig presented the staff report and answered questions from Council. City Manager Cruikshank answered questions from Council.

MOTION made by Council Member Clausen, seconded by Council Member Schmidgall to adopt **Resolution 19-77**, committing Carry Forwards for the 2019 General Fund Budget to the 2020 Budget. Upon a vote being taken the following voted in favor of: Clausen, Fonnest, Harris, Rosenquist and Schmidgall, the following voted against: none and the motion carried.

6D. Review of Council Calendar

Some Council Members may attend the Congress in your Corner on December 19, 2019, at 12 pm in the Council Conference room.

Some Council Members may attend the Bassett Creek Trail Open House on December 19, 2019, at 4:30 pm at Courage Kenney Atrium located at 3915 Golden Valley Road.

The City offices are closed on December 24 and December 25, 2019, in observance of the Holidays.

The City offices are closed on January 1, 2020, in observance of New Year's Day.

Some Council Members may attend the Retirement Party for Ms. Mary Steinbecker on January 4, 2020, from 9 to 11 am at the Golden Valley Library located at 830 Winnetka Avenue.

Some Council Members may attend a Reception for the Incoming Council on January 7, 2020, at 5:45 pm in the Council Conference Room.

The next City Council meeting will be on January 7, 2020, at 6:30 pm.

6D. Review of Council Calendar - continued

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.

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

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

Some Council Members may attend the Sweet Potato Pie Sixth 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 30th Annual MLK Holiday Breakfast event on January 20, 2020, at 7 am at the Minneapolis Armory located at 500 South 6th Street in Minneapolis.

6E. Mayor and Council Communication

Council Member Clausen wished the Golden Valley residents a happy holiday season.

Mayor Harris thanked city staff for their assistance on the Canadian Pacific Holiday Train event and provided information on an upcoming book club meeting at the Golden Valley Library.

Council Member Rosenquist thanked the public safety staff for their lead in the KARE 11 Toys for Tots drive.

7. Adjourn

MOTION made by Council Member Clausen, seconded by Council Member Schmidgall and the motion carried to adjourn the meeting at 8 pm.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

City Administration

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

**Golden Valley City Council Meeting
January 7, 2020**

Agenda Item

3. B. Designation of 2020 Official Newspaper

Prepared By

Kris Luedke, City Clerk

Summary

In accordance with Minnesota Statutes, the Council must designate a newspaper of general circulation in the City as the official newspaper in which all ordinances, hearing notices, advertisement for bids, etc. are required to be published.

Financial Or Budget Considerations

The 2020 Council Budget has \$15,000 allocated to public hearing notices.

Recommended Action

Motion to designate the *Crystal/Golden Valley/New Hope/ Robbinsdale SunPost* as the 2020 official newspaper for the City of Golden Valley.



EXECUTIVE SUMMARY

Administrative Services

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

Golden Valley City Council Meeting
January 7, 2020

Agenda Item

3. C. 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:

- 12/31/19 Check Register



EXECUTIVE SUMMARY

Administrative Services

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

**Golden Valley City Council Meeting
January 7, 2020**

Agenda Item

3. D. Designation of Depository for City Funds

Prepared By

Sue Virnig, Finance Director

Summary

State Law requires cities to have depositories for city funds approved annually. The attached resolution states the depository, accounts, and signature requirements (facsimile for general account) for each account.

Financial Or Budget Considerations

Not Applicable

Recommended Action

Motion to adopt Resolution Designating Depository for City Funds.

Supporting Documents

- Resolution Designating Depository for City Funds (2 pages)

RESOLUTION NO. 20-01

RESOLUTION DESIGNATING DEPOSITORY FOR CITY FUNDS

WHEREAS, Minnesota Statutes set procedures and require the City Council to designate depositories for City funds; and

WHEREAS, these statutes allow the City Council to authorize the Accounting Coordinator or Finance Director/Treasurer to annually designate a bank as the official depository for the City funds and manage the collateral pledged to such funds; and

WHEREAS, Wells Fargo Bank, Minnesota, N.A., is now the official depository; and

WHEREAS, Wells Fargo Bank, Minnesota, N.A., wires transfer funds to below institutions for investments purchased by the City:

BNC National Bank
MidWest One
Piper Jaffray Companies
RBC-Dain Rauscher
Stifel Nicolaus & Co Inc
US Bank
Wells Fargo
4M Fund

BE IT FURTHER RESOLVED that the following signatories or alternates are authorized to be signatories on checks drawn on funds deposited:

1. **General Checking:**

Mayor or Mayor Pro Tem and Treasurer or Accounting Coordinator;
Each check requires two (2) signatures.

Use of facsimile signatures by the following named persons:

Shepard M Harris Mayor
Susan M Virnig Treasurer

2. **Internal Deposit Funds:**

(Motor Vehicle Registration Fund Checking, DNR Transaction account)
Transfers may be made by the City Treasurer and Accounting Coordinator to the State of Minnesota, DNR and City of Golden Valley General Checking; Deputy Registrar may make transfers between accounts (Motor Vehicle Registration Fund and DNR Account) and to the State of Minnesota for deposits.

3. **Imprest Fund Checking:** (Park and Recreation, City Activity Account, Brookview Golf Course and Brookview Golf Activity):

Signatories shall be as designated by the City Manager who shall notify the bank at the time of authorization or change or authorization and each check

shall require one (1) signature. Transfers from accounts are authorized by the Finance Director or Accounting Coordinator.

4. **ACH Transfers:** (City of Golden Valley General Account):

Will be authorized for the Accountant, Accounting Coordinator or Finance Director/Treasurer for payroll transfers created by the Payroll System.

Will be authorized for the Accounting Coordinator and Finance Director/Treasurer will be authorized to make transfers to the Investment firms or electronic payments authorized.

BE IT FURTHER RESOLVED that the following shall be authorized to make investments of city funds and shall be authorized to deposit the principal of said investments in the above named depositories as necessary and beneficial to the City: City Manager, Finance Director/Treasurer and Accounting Coordinator.

The City Clerk is authorized and directed to furnish each of the depositories with certified copies of this resolution along with such signature documentation as is required by the depository and the authorizations set forth in all above.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of January, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting January 7, 2020

Agenda Item

3. E. 1. Temporary On-Sale Liquor License - The Loppet Foundation

Prepared By

Kris Luedke, City Clerk

Summary

The Loppet Foundation has applied for a temporary on-sale liquor license their event, City of Lakes Loppet Ski Festival, to be held at 1221 Theodore Wirth Parkway on Friday, January 31 through Sunday, February 2.

The City Code does provide for temporary sales of liquor with Council approval. In addition, required is a certificate of liquor liability insurance naming the City as an additional insured for \$1,000,000. The Loppet Foundation has provided this certificate for their event.

Financial Or Budget Considerations

Fees received defray costs the City incurs to administer and enforce liquor license regulations and requirements.

Recommended Action

Motion to approve a 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.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

January 7, 2020

Agenda Item

3. E. 2. Gambling License Exemption and Waiver of Notice Requirement – Pheasants Forever Northwest Suburban Chapter 839

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 Pheasants Forever Northwest Suburban Chapter 839.

Attachments

- Application for Exempt Permit (2 pages)

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: Pheasants Forever Northwest Suburban Chapter 839 Previous Gambling Permit Number: X-36487

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 10015 Holloway Farms Road

City: Greenfield State: MN Zip: 55357 County: Hennepin

Name of Chief Executive Officer (CEO): Bruce Behm

CEO Daytime Phone: 763-550-9000 CEO Email: Bruceb@quazarcapital.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): John.lindell@bakertilly.com

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
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 Road

Check one:

City: Golden Valley Zip: 55427 County: Hennepin

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 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: *[Signature]*

Title: City Clerk Date: 12-20-19

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: *[Signature]* Date: 12-20-19
(Signature must be CEO's signature; designee may not sign)

Print Name: Bruce Roun

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.

Planning Commission

November 25, 2019 – 7 pm

Council Chambers

Golden Valley City Hall

7800 Golden Valley Road

REGULAR MEETING MINUTES

Call to Order

The meeting was called to order at 7 pm by Vice-Chair Johnson.

Roll Call

Commissioners present: Rich Baker, Adam Brookins, Andy Johnson, Lauren Pockl, Ari Prohofsky, and Ryan Sadeghi

Commissioners absent: Ron Blum and Chuck Segelbaum

Staff present: Planning Manager Jason Zimmerman

Council Liaison present: Steve Schmidgall

Approval of Agenda

MOTION made by Baker, seconded by Pockl, to approve the agenda of November 25, 2019, as submitted and the motion carried unanimously.

Approval of Minutes

MOTION made by Brookins, seconded by Sadeghi, to approve the October 28, 2019, and November 12, 2019, minutes as submitted and the motion carried unanimously.

Public Hearing – Major PUD Amendment

Applicant: John Gabbert

Address: 1801 Noble Drive

Purpose: To subdivide properties within an existing PUD and incorporate some portions of adjacent properties

Staff announced that the applicant was requesting that the public hearing be delayed until additional stormwater information could be provided.

MOTION made by Baker, seconded by Pockl, to table the agenda item to a future Planning Commission meeting and the motion carried unanimously.

New Business – Site Plan Review

Applicant: Webb Golden Valley, LLC

Address: 5410 Wayzata Boulevard

Purpose: To apply development standards and other City requirements to a parking lot reconfiguration



This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



Zimmerman introduced the agenda item and explained that it only requires review by the Planning Commission and does not go on to the City Council. He provided an overview of the site and highlighted the planned updates to the parking lot which would result in the creation of 41 spaces. He noted that because the building was not being modified, there were limited opportunities to evaluate the site against the standards of the I-394 Mixed Use development standards.

Zimmerman pointed to the development standard that requires screening of parking from view of the public street and stated that the existing row of trees along Turners Crossroad appears to provide adequate screening.

He then reviewed the City requirements for off-street parking. He noted that there is an absence of curb and gutter along the east edge of the parking lot near the Global Pointe senior building and that while new traffic islands have been installed, there is one area where the island is painted rather than raised. He said staff would like to better understand if truck movements preclude a raised island in that location. He noted that a number of landscaped islands are shown on the plan, but that based on City requirements roughly five more should be included. He also asked for calculations to show that the new plan meets the four percent standard for landscaped area.

Zimmerman said a snow storage and/or removal plan must be submitted to the City and that additional pedestrian provisions were needed to create clear access from the north parking lot to the building. He noted that the Building Official had some questions about the location of the accessible parking and that bicycle parking for 19 bicycles would need to be installed.

Finally, he asked for calculations documenting the amount of impervious surfaces on the site, explained that the Fire Department will require protection around the hydrant along the alley, and demonstrated that seven parking spaces are shown as being located within the City's right-of-way and must be removed from the plan if a permit is not obtained. He noted that Stormwater, Right-of-Way, and Utility permits will be required before work begins and will ensure these items are addressed.

Johnson asked for confirmation that the Commissioners should only be reviewing items related to the parking lot. Zimmerman agreed. Baker asked about vacant parcels to the west of the site. Zimmerman explained that the City's Housing and Redevelopment Authority owned one while MnDOT owned the other. Baker asked if they could be used to provide additional parking and perhaps paved with pervious materials. Zimmerman stated that City staff was not yet completely comfortable with pervious pavement as it still needed to be tested over a period of time.

Brookins asked if the variance was approved. Zimmerman said it was approved and the review for the Commission should be focused on the items related to site design. Baker asked if the south parking lot should also be screened from I-394. Zimmerman pointed out that an elevation change prevented views of the parking lot from the highway. Baker asked why curb and gutter is required. Zimmerman explained that it helps to capture stormwater runoff and direct it to catch basins where it can be treated. Baker asked about the function of traffic islands. Zimmerman pointed out that they help guide traffic,

especially in the winter when snow covers the painted lines, and provide space for shade trees and infiltration.

Sadeghi asked if any of the entry points into the businesses were relocating. Zimmerman said no, they were remaining in the same locations. Pockl asked if there were any challenges around obtaining the site permits. Zimmerman said likely not, but that staff needed a better understanding of how much of the site was going to be disturbed because there are thresholds that could trigger additional water quality treatments.

Brookins asked if the site was in compliance with respect to the amount of impervious surface. Zimmerman said it was unlikely that the site was compliant now, but that it would become more compliant with the changes being proposed. Baker asked several questions to understand how the parking situation evolved to the point where there was a parking shortage compared to the City's minimum parking standards.

Doug Feickert from Framework Architects, representing the applicant, addressed the Commission and pointed out that the main effort of the owner was to provide additional parking spaces for large events. He stressed the balancing act he was facing in terms of adding more green space which would create more disturbed areas which would in turn reduce the amount of parking available and work contrary to the objectives of the owner.

Brookins asked about the vacant lots to the west of the property. Feickert acknowledged that he had a discussion with staff about utilizing these areas but the focus at this time was on a smaller project rather than a larger reworking of the site. He also mentioned the possibility of vacating the alley in order to return the land to the adjacent property owners. Baker asked how often the alley is used by the tenants in the buildings to the east. Feickert stated that up to this point it has mostly been used for construction traffic.

Johnson asked if there were any reactions to the staff report. Feickert said he would need to speak with the owner, but he knows they will try to maintain as many spaces as possible. He said the one island that was not proposed to be raised was due to truck movements and that this could be demonstrated to staff with a diagram. Pockl asked if parking spaces would be lost if the island was raised. Feickert said likely not, but spaces would be lost if other landscaped islands would need to be added. Pockl noted that based on the minimum number of spaces required there would not be a shortage even if a few spaces were lost. Feickert agreed. Pockl asked about the location of the accessible spaces. Feickert replied that the grades on the site may have pushed the spaces further from the door but that he would work with the Building Official to make sure they are located correctly.

Pockl asked for clarification on if the Commission was approving a plan or simply giving guidance to staff. Zimmerman replied that the language in the code states that the Commission should approve the plan, but that they are free to provide direction to staff to work with the applicant to reach agreement on various issues within certain parameters. Baker stated that the product at this point is not a final site plan and that he was concerned about approving something that wasn't complete. Zimmerman said

there were two options – approve the current plan with direction to staff on priorities in certain areas, or give feedback and then have a revised plan be brought back in front of the Commission for approval. Pockl said she preferred the second option; Baker agreed. Brookins pointed out there was an opportunity to think big and think long-term and do the plan correctly.

Zimmerman asked if there were certain areas that the Commissioners felt were higher priority. Sadeghi asked that the dumpster be carefully screened and that pedestrian safety be a priority. Pockl stated she was interested in understanding the necessary truck movements so that any raised islands could be added. Baker agreed that safety was critical and that he was less concerned about the aesthetics of the parking lot. Brookins stated that sidewalk access to the building was important and that he would like to understand the status of all other zoning requirements. Sadeghi encouraged the applicant to consider using the vacant parcels and/or the alley to help improve the entrance to the site. Baker agreed.

Johnson offered language directing staff to “finalize recommendations with options defined when business goals can’t be achieved due to code limitations. In particular, provide a long-term design that improves the relationship between interior landscaping, traffic flow, sidewalks, and safety. Consider improved dumpster screening and alternate uses of alley and other land.”

MOTION made by Baker, seconded by Brookins, and the motion carried unanimously to ask staff to continue working with the applicant to revise the site plan using the guidance provided by the Commission and to return with a finalized plan at a future meeting.

--Short Recess--

Council Liaison Report

Schmidgall updated the Commission on a number of items that have been before the Council, including the Solid Waste Collection Policy (Waste Hauling), the 2020 Pavement Management Program discussion regarding street width, the Conditional Use Permit that was approved for Borton Volvo, the progress of the Council Chamber remodel, a discussion on Restricted Covenants, and an update on the planned Bassett Creek Regional Trail.

Reports on Meetings of the Housing and Redevelopment Authority, City Council, Board of Zoning Appeals, and other meetings

No other reports were discussed.

Other Business

Baker asked that an email that the Commissioners had received regarding the narrow lot topic be included in the record. Zimmerman stated that all of the emails and letters received as part of the various discussions would be collected by staff and included with the materials for the public hearing.

Adjournment

MOTION made by Pockl, seconded by Brookins, and the motion carried unanimously to adjourn the meeting at 8:27 pm.

Adam Brookins, Secretary

Jason Zimmerman, Planning Manager

Board of Zoning Appeals

November 26, 2019 – 7 pm

Council Chambers

Golden Valley City Hall

7800 Golden Valley Road

REGULAR MEETING MINUTES

Call To Order

The meeting was called to order at 7 pm by Chair Nelson.

Roll Call

Members present: Kade Arms-Regenold, Nancy Nelson, Richard Orenstein, David Perich, Andy Snope, and Planning Commissioner Adam Brookins

Board Members absent: None

Staff present: Planning Manager Jason Zimmerman and Planner Myles Campbell

Approval of Agenda

MOTION made by Perich, seconded by Snope to approve the agenda of November 26, 2019, as submitted and the motion carried unanimously.

Approval of Minutes

MOTION made by Perich, seconded by Orenstein to approve the October 22, 2019, meeting minutes as submitted and the motion carried unanimously.

901 Ottawa Ave

Jacqueline Kantor, Applicant

Request: Waiver from Section 113-152, Screening and Outdoor Storage, Subd. (c)(1)(a) Height Requirements

- 1 ft. taller than the allowed 4 ft. in height for fences in a front yard.

Purpose: To allow for a 5 foot tall fence along Ottawa Avenue.

Campbell noted that this application request was a continuation from October's Board meeting. He explained that the applicant had worked with staff and revised their initial plans, reducing the total number of variances being requested. Campbell described the modifications to the pool location and the plan to limit the height of the deck so that it would be handled similarly to a patio. Campbell explained that the remaining variance request for a 5 foot tall fence had also been modified to recess the gate further away from the property line, and that an existing row of vegetation would help screen it from public view. Campbell explained part of the purpose for the variance request is a requirement of the state health department to enclose below ground pools with a fence of at least 5 feet.



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Campbell explained that staff felt the variance met the three findings for variances: being a reasonable use and design, necessary due to unique circumstances with the lot layout, and in that it would not impact the character of the neighborhood.

Campbell stated that staff is recommending approval of the request to allow for an increase in the maximum fence height allowed from 4 ft. to 5 ft.

Jacqueline and Alexis Kantor, applicants, explained their plan for the fence. The design would be wrought iron both for design considerations and to meet other standards for pool fences. Snope asked what would be done with an existing fence at the south end of the property. The applicants explained that particular fence section had been removed.

Nelson opened the public hearing. Seeing and hearing no one wishing to comment, Nelson closed the public hearing.

Board members generally commended the revised plan and the compromise found between staff and the applicant.

MOTION made by Perich, seconded by Orenstein to approve the variance request for 1 ft. of additional height than allowed in a front yard to allow for a 5 foot tall fence along Ottawa Avenue and the motion carried 5 to 0.

535 Ardmore Drive

Jordan Romine and Amanda Malmin, Applicants

Request: Waiver from Section 113-152, Screening and Outdoor Storage, Subd. (c)(1)(a) Height Requirements

- 2 ft. taller than the allowed 4 ft. in height for fences in a front yard.

Purpose: To allow for a 6-foot tall fence along Olson Memorial Boulevard Frontage Road and Ardmore Drive.

Campbell described the background of the property and the existing site conditions. The lot itself is a corner lot abutting Ardmore Drive and a frontage road for Olson Memorial Highway. The applicant is seeking to replace an existing older fence that was beginning to collapse in sections. The applicant was seeking a higher fence to provide greater privacy and noise protection from Highway 55, as well as to work around an existing oak tree in the southern yard.

Campbell described that the city has an exception to allow for fences up to 6 feet in height on a residential property that abuts a minor arterial roadway. Snope and Orenstein asked for clarification as to whether or not the frontage road was not already considered an arterial given the rate of traffic on

Olson Memorial Highway. Campbell and Zimmerman explained that the frontage road is considered a local road, necessitating the variance despite the clear impact the highway has on the property.

Campbell continued to describe the proposed layout of 6 foot fences, which would create a closed back yard area as well as a detached fence section in the front yard around a small paved patio.

In reviewing the application against variance findings Campbell explained that staff felt that the two northern fence sections had a clear and reasonable purpose in mitigating noise impacts from the highway, while the southern section did not have as clearly defined a purpose, other than avoiding the existing oak. The lot's location abutting Olson Memorial highway was a unique circumstance that necessitated the variance. Finally, staff explained that while screening was common along the frontage road, a tall fence would be slightly out of place along Ardmore.

Staff recommended approval of the two northern fence sections and denial of the southern section. Campbell offered that options such as moving that fence section behind the front plane of the house would allow the applicant to build to their requested six feet in height without a variance.

Perich asked if a variance would be required if the frontage road carried the same street designation as the highway. Campbell answered that they would not, given the previously discussed exemption, but that the southern section still would. Arms-Regenold asked whether this would also be true if was an arterial class road. Campbell clarified that a variance would not be required to build a 6 foot fence in the front yard of any residential property abutting a minor arterial class road. Snope asked for clarification about moving the southern section behind the house and Campbell answered that the applicant could build up to 6 feet by right as long as it was behind the front plane of their home, however that there may be some concerns about impact on the tree root system.

Jordan Romine and Amanda Malmin approached the podium to address the Board. The applicants explained their thinking for the southern section of fence. They had concerns with moving the fence back, namely around the impact on the oak tree, potentially impacting basement windows along the side of the house, and citing that Ardmore saw relatively high traffic coming on to or off of the frontage road. They explained that cars sometimes pull off the highway and park along the street and that these reasons are why they were seeking more privacy screening.

Nelson asked for the applicants' thoughts on building the southern fence to 4 feet in the front yard without a variance. Romine answered that they would prefer a consistent fence height across the property. Board members asked further clarifying questions and there was some confusion about whether the fences would be placed in sections or if they would enclose the yard. Applicants explained that the two sections near the rear of the home would fully enclose the backyard, but that the additional fencing was not shown since they would not require a variance. The only stand alone section would be the second northern section around the paved patio.

Nelson opened the public hearing. Seeing and hearing no one wishing to comment, Nelson closed the public hearing.

Commissioners discussed previous instances where they had approved variances for taller fences along major roadways that were not covered under the minor arterial height exemption. Commissioners generally agreed with staff's determination and that approving the two northern sections would be consistent with their previous decisions.

MOTION made by Orenstein, seconded by Perich to approve the variance request for 2 ft. of additional height than allowed in a front yard to allow for the two 6 foot tall fences along the frontage road and the motion carried 5 to 0.

MOTION made by Snope, seconded by Brookins to deny the variance request for 2 ft. of additional height than allowed in a front yard to allow for the southern 6 foot tall fence along Ardmore Drive and the motion carried 5 to 0.

708 Tyrol Trail

Rachael and Jonathan Rongoonwala, Applicants

Request: Waiver from Section 113-88, Single Family Residential, Subd. (f)(1)(c)(2) Side Setback Requirements

- 5.5 ft. off of the required 12.5 ft. to a distance of 7 ft. at its closest point to the side yard (south) property line.
- An area of approximately 7.25 sq. ft. of gabled roof outside of the building envelope.

Purpose: To allow for the construction of a second attached garage stall and additional living space within a side yard setback.

Zimmerman described the existing site conditions and adjacent properties. The applicant was proposing to redesign an existing garage to allow for more usable space and to open up some additional space in the home above it. This would require two variances, one for a reduction in the side yard setback since the garage would be expanding and an allowance for more 7.25 sq. ft. of gabled roof that would fall outside of the required building envelope.

Zimmerman explained that the home to the south, which would be most impacted by a side setback reduction, is actually set back significantly further from the road than 708 Tyrol Trail, and as such would not be as impacted by the redevelopment than if the two homes were parallel to one another.

Zimmerman explained how the city's building envelope requirements were determined and showed illustrations identifying the portion of the roof that would extend outside of the envelope. Nelson noted that the graphics were useful in determining what exactly was the issue requiring a variance.

Staff analysis found that a two car garage is a reasonable request, the home's location was not due to the actions of the applicant, and finally that the design and architecture took into account both the existing home and the surrounding properties' character.

Orenstein asked if there were any issues with wall articulation. Zimmerman answered that the south wall was not long enough to require articulation. Brookins asked if a separate variance would be required for the deck in addition to the garage. Zimmerman replied that the variance is for the setback generally, and would apply to all structures on the site. Brookins asked if any additional hardship needed to be demonstrated for structures other than the garage. Zimmerman answered that he believed that the deck and garage and the living spaces above were all connected, and that the practical difficulties of the lot would apply to them all.

Charlie Peterson, an architect for Aulik Design and Build, addressed the board. He explained the design decisions that went into the project such as making the garages deeper but more narrow, or providing a bay window to add some articulation to the south wall. Peterson noted that the neighbors to the south have signed off on the proposed project.

Board members asked some general questions and made some comments to the architect. Brookins asked whether shifting any of the plans around to not require a variance would make any elements of the design unfeasible. Peterson answered that alternatives could potentially be explored but that any changes would impact the location of the stairs and the access to the rear yard. The design was accounting for people to travel from the front yard to the rear via the garage rather than walking around the southern side of the home. If the stairs could not be included, then there would be some loss of greenspace on the southern side so that a paved path could be installed.

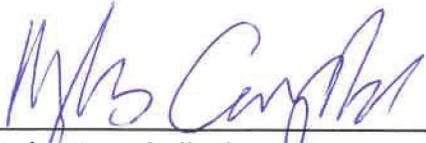
Rachael and Jonathan Rongoonwala came up to address the Board, explained that they bought the home with the intention to keep it in its original form but to make improvements to bring into a more modern use. They noted that this was by far their preferred layout and design out of many iterations.

The Board discussed the findings and the explanations given by the property owner and architects. Orenstein, Nelson, and Perich complimented the fact that this improvement kept the character of the existing home. Brookins noted he initially had concerns about the deeper garage increasing the necessary variance but felt that the design and choices made were reasonable and would improve the home. Snope agreed that the deeper garage increasing the setback variance was a concern but that he preferred that option to a walking path along the south end of the home.

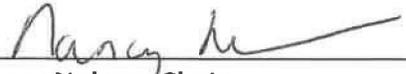
MOTION made by Brookins, seconded by Orenstein to approve both variance requests for 5.5 feet off the required 12.5 feet side setback and the 7.25 sq. ft. of gabled roof outside the building envelope and motion carried unanimously.

Adjournment

MOTION made by Snope, seconded by Orenstein and the motion carried unanimously to adjourn the meeting at 8:10 pm.



Myles Campbell, Planner



Nancy Nelson, Chair

Human Rights Commission

REGULAR MEETING MINUTES

November 26, 2019 – 6:30 pm

Council Conference Room
Golden Valley City Hall
7800 Golden Valley Road

Call to Order

The meeting was called to order at 6:34 pm by Chair Mitchell.

Roll Call

Commissioners present: Jonathan Burris, Chris Mitchell, Kyle Scott, Destiny Nathan, Teresa Martin, Leah Persky, Eve Clarkson, and Carrie Yeager (arrived 6:36 pm)

Commissioners absent: Maurice Harris

Staff present: Kirsten Santelices, Human Resources Director

Approval of Agenda

MOTION by Commissioner Scott to approve agenda. Seconded by Commissioner Burris.
Motion carried 7-0.

Approval of Regular Meeting Minutes

MOTION by Commissioner Martin to approve the October 22, 2019 regular meeting minutes. Seconded by Commissioner Burris. Motion carried 8-0.

Commission Communications/Open Meeting Law

The Commission discussed opportunities to communicate with each other without breaking the open meeting law. Presently, having nine members, four or more members communicating with each other is considered a quorum. The Commission believes that the communication is good, though at times difficult when they cannot directly discuss things with each other. The Commission's goal is to ensure the momentum continues between meetings. At the Commissioners' request, staff will share email addresses with the Commission. Staff reminded them they can communicate as long as they do not break the open meeting law, this includes serial communications on business items. The Staff Liaison will continue to receive all communications from Commissioners and share with the entire group. Staff also requested that the Commissioners send agenda items to the liaison and the Chair and Vice Chair the Thursday prior to the meeting so there is time to publicize in the agenda packet.

Racially Restrictive Covenants Update

Chair Mitchell provided an overview of the presentation to the City Council at the Council/Manager meeting on November 12, 2019, including the feedback given by the Mayor and City Council members. Some suggestions include: expanding the research to other restrictive covenants, beyond racially restrictive, partnering with existing community groups and initiatives, such as Sweet Potato Comfort Pie, the Golden Valley Historical Society, the Rising TIDES Task Force, and the University of Minnesota. Commissioner Scott suggested that the Commission make some sort of announcement at the event to invite individuals who may be interested in working with the City on this topic. Commissioner Martin



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will discuss with Sweet Potato Comfort Pie leaders. The subcommittee will meet to discuss next steps, including connecting with other agencies and fleshing out the project scope. Chair Mitchell will reach out to the subcommittee to schedule.

Conversion Therapy Ban Update

Commissioner Burris provided a recap of the Council/Manager meeting presentation on November 12. The City Council shared support of the issue and will add the topic of researching conversion therapy ban to their 2020 goal session. Commissioner Burris shared that the City of Minneapolis has passed an ordinance to ban conversion therapy for minors. The commission discussed the legal implications of these ordinances and that other cities have not yet been sued because there has not been any enforcement. The Commission continued to discuss the logistics of forming a complaint and enforcing an ordinance.

The Commission discussed other opportunities to engage with the City Council on the topic and will continue collecting information for the Council to have at their goal session. If the City Council moves forward with the topic in 2020, the Commission would also like to consider adding vulnerable adults to the protected group under a conversion therapy ban ordinance. The subcommittee will continue to collect this information and pass to Staff Santelices.

MLK Literary Contest Update

Staff shared that the contest has been shared through the City's communication channels and with the library. Commissioner Nathan shared that the contest was posted through the "Schoolology" site at school and has received positive attention. Commissioners encouraged each other to share the contest information with their networks, communities, and social media sites, etc. The Commissioners also discussed printing and posting the fliers at locations around the City.

MLK Breakfast Tickets

Staff shared that the tables are now available for purchase at a rate of \$500 per table (10 tickets each table). The Commissioners discussed whether or not to order one or two tables, including the number of attendees in the past and the ways tickets are advertised. The Commission agreed that the Bill Hobbs award winners should receive at least two tickets, as will the winner(s) of the MLK Literary Contest. The Commission decided that it would be best to purchase multiple tables to allow for more guests, including current members of the HRC. The Commission agreed that to best advise the City Council, it is helpful and important for Commissioners to attend events and advance their knowledge of human rights.

MOTION by Burris to order two tables for the MLK Breakfast at a value of \$1000. Seconded by Commissioner Scott. Motion carried 7-0 (Commissioner Yeager abstained).

Chair Mitchell will reach out to the Bill Hobbs Award recipients to offer tickets. Several Commissioners also voiced their interest in attending.

Human Rights Day

The Commission discussed what the HRC has prepared for human rights day in the past. Commissioners asked that the City post something on social media. Commissioner Persky

volunteered to email ideas to staff. The Commission suggested using language in the post to advertise for the upcoming Commission opening.

December 2019 Meeting and 2020 Calendar

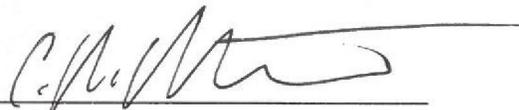
Commission discussed alternative dates for the December meeting scheduled for December 24, 2019.

MOTION by Commissioner Yeager to move the December 24 meeting to December 17, immediately following the presentation of the Bill Hobbs Award, approximately 6:45 pm. Seconded by Commissioner Martin. Motion carried 8-0.

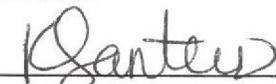
Staff Santelices shared that the annual Joint Board, Commission, and Council meeting will take place on February 26, 2020 in the place of the Tuesday, February 25, 2020 regular HRC meeting.

Adjourn

MOTION by Commissioner Scott to adjourn. Seconded by Commissioner Yeager. Motion carried 8-0. Meeting adjourned at 8:02 pm.


Chris Mitchell, Chair

ATTEST:


Kirsten Santelices, Staff Liaison

Respectfully submitted,
Kirsten Santelices, Staff Liaison

Rising TIDES Task Force

REGULAR MEETING MINUTES

November 15, 2019 – 5:15 pm

Council Conference Room
Golden Valley City Hall
7800 Golden Valley Road

Call to Order

The meeting was called to order at 5:16 pm by Chair Allen.

Roll Call

Members present: Joelle Allen, Ajani Woodson, Ruth Paradise, Amber Alexander, Melissa Johnson, and Maurice Harris

Members absent: Sam Powers, Sheri Hixon, and Brad Davis

Staff present: Maria Cisneros, City Attorney

Approval of Agenda

MOTION by Vice Chair Harris and seconded by Member Alexander to approval agenda. Motion carried 6-0.

Approval of Minutes

MOTION by Vice Chair Harris to approve the September 10, and October 12, 2019 meeting minutes. Motion carried 6-0.

Recap Open Forum

Members discussed key takeaways from the October Open Forum, including considering informal ways to collect data and feedback at places where community members frequent, providing meals or changing the time to accommodate mealtime, and engaging with high school students by connecting with superintendents. The Members also discussed the format of the event. Members agreed that the format worked, but the timing felt rushed. Members suggested allowing more time for individuals to process their ideas before sharing with their small groups, and to allow for deeper discussion, focusing on less topics. The Task Force decided to consider how the topics overlap so questions are not repeated. Members agreed that providing the recommendations for each topic ahead of time and creating a survey for individuals could increase participation.

Additionally, the Members would like to consider additional promotional methods. Members were disappointed that there were not many members of the public in attendance. Members suggested promoting the next forum with language that highlights that importance of the event and explains to individuals why they should show up. Further suggestions included: considering additional locations, shorter meetings, and diversifying meeting times. Members agreed it may be helpful to host tables at other events, such as farmer's market to gather feedback and promote the next forum.

The Task Force discussed the timeframe of the upcoming forum. The group agreed that a forum in late February/early March, tied into Black History Month and Women's History Month, would be better than January.

The Task Force discussed implementing a “deadline” for phase I, and discussed the continuation of the Task Force past phase I. The Members agreed that a continuation of the Task Force into an “implementation phase” would be appropriate.

Task Force members agreed that active member attendance is pertinent. Members agreed to look to their current networks for individuals who could be active participants to fill the remaining spots. Member Paradise asked the Task Force to consider discussing issues at their meetings, rather than focusing solely on processes. The Task Force agreed that it might be helpful to start off each meeting with a brief discussion of related issues prior to discussing the topic.

Topic Discussion: Diversifying Employee Recruitment

The Task Force asked if the City has recruitment or representation goals. City Attorney Cisneros shared some government regulations related to setting recruitment benchmarks based on protected class status, including the details and requirements of an affirmative action plan. Cisneros shared that affirmative action plans must be supported with data and, therefore, can be expensive to develop and maintain. Chair Allen stated that it may be worth looking into affirmative action plans from surrounding cities and using their data to set recruitment benchmarks, which may cut costs. Commissioner Alexander proposed that as an alternative the City could post a value statement that reflects its desire to have a team that represents the community. Cisneros shared that one strategy that the City uses is to incorporate equity, inclusion, and diversity values as well as use of the welcome statement into the interview process.

Commissioners discussed other recruitment strategies. The strategies discussed included reviewing advertisements, including language that reduces barriers like minimum qualifications, recruiting from schools where curriculum focuses on diversity and inclusion, and offering paid and unpaid internships.

Commissioner Alexander shared with the group some tenants of a successful diverse recruitment strategy. Suggestions included:

- Ensuring that the whole team of leaders are part of the process, and it is not solely a human resources function.
- Engage all employees to be “recruiters” for the City.
- Building diverse networks.
- Focusing on internal talent and providing opportunities for employees
- Ensuring the interview panel is chosen intentionally.

The Task Force discussed engaging with current employees to understand who they are and what their aspirations are as a way to focus on internal talent. The Task Force also recognized that the opportunities for movement are sometimes limited based on the tenure of employees, the competitive market, and potentially lower pay than in the private sector. Therefore, the City should focus on how the work makes an impact. The group also suggested offering recruitment training, developing a career philosophy, and recruiting for baseline and building skills internally.

The group asked about the City’s history of attending diversity career fairs. The Task Force also posed the topic of retention and creating a welcoming and inclusive environment, allowing individuals to be authentic. The Task Force will continue to discuss ways the City can build and enhance its culture.

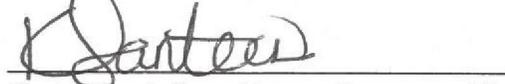
Adjournment

MOTION by Member Alexander. Seconded by Member Paradise. Meeting adjourned at 6:22 pm.



Joelle Allen, Chair

ATTEST:



Kirsten Santelices, Human Resources Director



Bassett Creek Watershed Management Commission

**Minutes of Regular Meeting
Wednesday, November 20, 2019
8:30 a.m.
Golden Valley City Hall, Golden Valley MN**

1. CALL TO ORDER and ROLL CALL

On Wednesday, November 20, 2019 at 8:32 a.m. in the Council Conference Room at Golden Valley City Hall (7800 Golden Valley Rd.), Chair Prom 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)	<i>Absent</i>	Drew Chirpich
Medicine Lake	Clint Carlson	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	Shahram Missaghi, Liz Stout, Lisa Goddard
Minnetonka	<i>Absent</i>	<i>Absent</i>	Sarah Schweiger
New Hope	<i>Absent</i>	<i>Absent</i>	Megan Hedstrom
Plymouth	Jim Prom (Chair)	<i>Absent</i>	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	Wayne Sicora	Marta Roser
St. Louis Park	<i>Absent</i>	<i>Absent</i>	Erick Francis
Administrator	Laura Jester, Keystone Waters		
Engineer	Karen Chandler, Barr Engineering		
Recorder	Dawn Pape, Lawn Chair Gardener		
Legal Counsel	Sarah Sonsalla, Kennedy & Graven		
Presenters/ Guests/Public	Chris Meehan and Eileen Weigel, Wenck Associates		

2. CITIZEN FORUM ON NON-AGENDA ITEMS

None.

3. APPROVAL OF AGENDA

Administrator Jester requested an amendment to the agenda to move 6Aii from the communications part of the agenda to 5E in the business section of the agenda.

MOTION: Commissioner Carlson moved to approve the agenda as amended. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 6-0. [Cities of Minnetonka, New Hope and St. Louis Park absent from the vote.]

4. CONSENT AGENDA

The following items were approved as part of the consent agenda: October 17, 2019 Commission meeting minutes, acceptance of the November 2019 financial report, and payment of invoices, approval of City of Plymouth reimbursement request for Plymouth Creek Restoration Project (PC-2017), Approval of Amendment to Extend Term of Clean Water Fund Grant Agreement for Harrison Neighborhood Project.

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

Checking Account Balance	\$486,915.14
<hr/>	
TOTAL GENERAL FUND BALANCE	\$ 486,915.14
<hr/>	
TOTAL CASH & INVESTMENTS ON-HAND (11/13/19)	\$ 4,253,577.40
<hr/>	
CIP Projects Levied – Budget Remaining	\$ (6,811,161.35)
<hr/>	
Closed Projects Remaining Balance	\$ (353,203.72)
<hr/>	
2012-2017 Anticipated Tax Levy Revenue	\$ 7,330.29
<hr/>	
2018 Anticipated Tax Levy Revenue	\$ 8,770.47
<hr/>	
Anticipated Closed Project Balance	\$ (337,102.96)
<hr/>	

MOTION: Commissioner Welch moved to approve the consent agenda. Commissioner Anderson seconded the motion. Upon a vote, the motion carried 6-0. [Cities of Minnetonka, New Hope and St. Louis Park absent from the vote.]

5. BUSINESS

A. Receive Presentation of Draft Bassett Creek Valley Floodplain and Stormwater Study Report

Administrator Jester noted that the Commission contracted with Wenck Associates to complete a study to evaluate options to investigate unlocking the potential in natural resources, recreation, and redevelopment by integrating floodplain and stormwater management into a regional solution for the Bassett Creek Valley. She noted the project is being conducted largely on behalf of the City of Minneapolis; the city is reimbursing the Commission for this study and all but \$2,000 of the Commission Engineers’ time related to the study. She reported that she and the Commission Engineer had participated in a design charrette and other meetings to review the draft project outcomes and options.

Administrator Jester introduced Chris Meehan, with Wenck Associates. He opened by thanking the Commission for the opportunity to work on this interesting project that has great partners. He further added that since there is a lot happening in the Bassett Creek Valley, it is important to have a good plan in place so that parcel by parcel floodplain mitigation and water quality treatment isn’t needed. Mr. Meehan walked through the development requirements (i.e. floodplain, stormwater runoff) and constraints (i.e. floodplain, contaminated soils, groundwater, geotechnical

challenges, and land ownership) of the project. He then gave an overview of the goals and objectives of plans and future projects including: light rail, Luce Line Trail realignment, redevelopment, etc. In this overview, he showed many examples of projects elsewhere with similar constraints. He noted the overall goal of creating and improving outdoor amenities while optimizing available floodplain storage and improving water quality.

Through the scenario development process, two areas within Bassett Creek Valley became the focus of large-scale flood mitigation projects: underground and above ground storage in Bryn Mawr Meadows Park and widening the Bassett Creek floodplain corridor between Cedar Lake Rd and Van White Blvd. Each area was reviewed to determine specific impacts to the flood elevation, flooding of the region, and ability to provide regional amenities. A cost range of each option was also presented. Mr. Meehan commented that appropriately mitigating floodplain increases land value which justifies the high cost of the mitigation projects. It was noted that the Commission is not necessarily part of the funding scenario for these future projects.

Commissioner Harwell wondered about soil and groundwater contamination as well as engineering for the freeze/thaw cycle of cold climates. Ms. Goddard confirmed that these issues were investigated and modeled and that all roads and buildings will be supported on significant pilings. Alternate Commissioner Sicora noted that the floodplain would need to be remapped if it is changed.

Commissioner Welch noted that BCWMC has a big decision to make about floodplain management. He commended Wenck on the report that sorts out a lot of complicated issues and asked Ms. Stout how this impacts the Bassett Creek restoration project. Minneapolis TAC member, Liz Stout commented that the erosion repair project is very limited in scope, and uses more temporary solutions such as vegetation and a rock toe. Commissioner Welch asked if the erosion repair project would ultimately be “torn up” and irrelevant. Administrator Jester said the timing of redevelopment and floodplain mitigation construction is unclear, that it could be several years in the future so it may not be prudent to put the erosion repair project on hold. She also mentioned it’s possible the Commission will need to consider tradeoffs between floodplain management and water quality requirements and mentioned perhaps a more important pollutant to manage here would be chloride.

Engineer Chandler noted her concern about how this study ties into the Bryn Mawr CIP project and also noted the creek’s floodplain would be larger and the elevation would be lower. She also noted that she didn’t think the proposed underground storage would be able to provide the water quality treatment discussed in the report because poor soils and high groundwater will prevent infiltration and that the storage is likely too far away from where the treatment is needed. Mr. Meehan acknowledged the challenges, noted that many details are yet to come, and reiterated that it’s important to have a path forward. It was noted the Commission’s Bryn Mawr CIP project could be impacted by the potential above ground and underground storage proposed for the park.

Commissioner Harwell asked about adding language regarding the potential for better chloride management in this area. It was noted that this is not an action item and that a final report will be brought to a future meeting, likely in December.

B. Make Determination on Contracting Entity for Four Seasons Redevelopment Project

Administrator Jester explained that earlier in the year there was a question about whether the Commission could enter into an agreement with a private entity to implement a capital improvement project. Commission Attorney, David Anderson, reviewed the BCWMC Joint Powers Agreement and state law regarding this matter and included his conclusions in the memo in the meeting packet. Although Mr. Anderson could not attend the meeting, his colleague (Sarah Sonsalla) was present to answer questions. Administrator Jester said she is looking for explicit direction from the Commission confirming that an agreement directly with Dominion for the Four Seasons Redevelopment Project is how the Commission wants to proceed.

Commissioner Welch expressed approval of entering into an agreement directly with Dominion and suggested including maintenance requirements into the agreement as explicit assurances on maintenance are needed.

Chair Prom added that he hoped this project might also treat pollutant runoff coming from the “big woods” area across Lancaster Lane. Mr. Scharenbroich added that the City of Plymouth is already working to treat that flow.

MOTION: Commissioner Welch moved to contract directly with Dominion in coordination with the City of Plymouth for the Four Seasons Redevelopment Project. Commissioner Carlson seconded the motion.

Discussion: There was a brief discussion on how the various city and commission agreements might overlap but that they will enforce identical standards.

VOTE: Upon a vote, the motion carried 6-0. [Cities of Minnetonka, New Hope and St. Louis Park absent from the vote.]

C. Receive Report on Ordinance Updates by Member Cities

Administrator Jester reported that she recently polled the member cities regarding the status of ordinances and enforcement of stream and wetland buffers required by the 2015 Bassett Creek Watershed Management Plan. She noted the results are varied and are included in a memo in the meeting materials. She noted most cities have adopted appropriate ordinances or are in the process of doing so but that they might need assistance with the wetland protection ordinance.

Commissioner Welch noted the cities should be asked how the Commission can help get the appropriate ordinances and controls adopted. He noted this issue is crucial to the organizational arrangement of a joint powers agreement; that cities must implement and be in compliance with the watershed management plan. Administrator Jester will ask TAC members at the next meeting how the Commission can help with ordinances.

D. Assign TAC Meeting Liaison

The following commission members may attend the upcoming November 25th TAC meeting (10:00 – 12:00, Golden Valley City Hall): Chair Prom, Alt. Commissioners Cesnik, Commissioner de Lambert, and/or Commissioner Welch. The agenda will include a review of the water monitoring goals developed at the last TAC meeting, a discussion on how the Commission is achieving those goals; and development of recommendations on any needed changes to the water monitoring programs.

E. Update on Sochacki Park/Rice Ponds

Administrator Jester reported the Commission Engineer has been helping Three Rivers Park District (TRPD) develop a scope of work for a subwatershed analysis for the area. She noted the Commission last monitored the ponds in 2013, but no longer monitors them because they are not priority waterbodies for the Commission. Administrator Jester noted that, initially, Commission staff thought the TRPD would contract with BCWMC to perform the sub-watershed analysis, but recently learned that the TRPD would like to contract directly with Barr Engineering to perform the work. She noted this seems like a good scenario for project efficiency, while still allowing the Commission a seat at the table throughout the study. Engineer Chandler wanted to ensure there isn't a perceived conflict of interest if Barr Engineering performs the study. Administrator Jester noted the study is similar to a feasibility study; Engineer Chandler said it is more water quality focused. It was noted that if any CIP projects were slated for this area in the future, an actual feasibility study would be needed. Commissioner Welch expressed that it makes sense for TRPD to contract directly with Barr Engineering for this work and appreciated that it was brought to the Commission for a discussion.

6. COMMUNICATIONS

A. Administrator's Report

- i. Update on BSWR Watershed-Based Funding. Compared to the last round of watershed based funding, the boundaries have been redefined and now the BCWMC will be collaborating with other watersheds that drain to the Mississippi River from the west (Mississippi West). BWSR allocated \$874,000 to go towards projects in the Mississippi West watershed. As a group, it needs to be decided how this money will be spent including developing a mechanism to rank projects to target funding to the best projects. An informational meeting will be held on December 17th at the Ramsey County Public Works facility from 9:30-11:00 a.m. Chair Prom asked the administrator to send meeting information to all commissioners.
- ii. Update on Revised Requirements Documents

All requirements documents have been updated with new requirements for manufactured treatment devices and posted on the website.

- iii. Administrator Jester asked how the Administrative Services Committee would like to evaluate staff this year. There was direction to send an evaluation form to all commissioners, alternate commissioners, and TAC members and the committee will review responses and hold a meeting.
- iv. Administrator Jester will email commissioners confirming their preference for meeting packets – printed vs. electronic.

B. Chair

- i. The chair is looking forward to attending the MAWD meeting with Commissioner Welch.

C. Commissioners

- i. Commissioner Welch complimented Administrator Jester and the Commission Engineers for their work on AIS issues and noted other watersheds are looking at it.

D. TAC Members

- i. Upcoming meeting 11/25
- ii. Ben Scharenbroich is bringing approval to closeout the Plymouth Creek Restoration Project to a December city council meeting.

E. Committees

- i. Administrative Services committee in December or January

F. Education Consultant

- i. The AIS cards were developed for 6 specific lakes and will be distributed soon. Commissioner Harwell asked if these cards could be changed into signs for boat landings.
- ii. The salt smart cards have been completed and ordered. They will be distributed to TAC members for use at city halls.
- iii. An “Aquatic Invasive Species and You” forum will be held at Ramsey County Public Works 11/21/19 from 6:30-8:30 p.m.

G. Legal Counsel

- i. No report

H. Engineer

- i. The deep tunnel inspection will happen next summer or next fall.

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 October Meeting Minutes
- E. AIS Education Cards for Lake Residents
- F. Children’s Water Festival Thank You
- G. WCA Notice of Application, Golden Valley
- H. WCA Notice of Applications (3), Plymouth Hollydale Development Project
- I. WCA Notice of Application, Plymouth
- J. WCA Notice of Decision, Crystal

8. ADJOURNMENT

The meeting adjourned at 10:13 a.m.



EXECUTIVE SUMMARY

Public Works

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

Golden Valley City Council Meeting

January 7, 2020

Agenda Item

3. G. 1. Approve Purchase of Fire Utility Vehicle

Prepared By

John Crelly, Fire Chief

Tim Kieffer, Public Works Director

Marshall Beugen, Street and Vehicle Maintenance Supervisor

Summary

Staff replace one Fire Utility vehicle yearly to keep the fleet in good working condition and stabilize the budgetary impact from year to year. Staff evaluate vehicles and equipment on an annual basis to determine replacement programming.

The Fire Department vehicle scheduled for replacement meets the criteria set forth in the City’s Vehicle Replacement Policy and Vehicle Condition Index (VCI). The VCI is a tool utilized to assess all vehicles and equipment scheduled for replacement. Any vehicle/equipment scoring 23 to 27 points meets the category of “qualifies for replacement.” A vehicle or equipment scoring 28 points and above meets the category of “needs immediate consideration.” Below is a summary of the ratings:

Vehicle Condition Index			
Qualifies for Replacement 23-27		Needs Immediate Consideration 28 and above	
Vehicle	Unit No.	Year/Make/Model	VCI
Fire Utility Vehicle	354	2013 Ford Utility Vehicle	25

The existing vehicle being replaced will be reassigned to other departments with non-emergency response duties, such as, the Inspections Department.

Staff recommend purchasing the vehicle from the state contract through the State of Minnesota’s cooperative purchasing venture (CPV). This is the first year emergency response vehicles have a hybrid option available. Staff recommend purchasing a hybrid vehicle and monitor its performance to confirm City needs will be met when purchasing them in the future.

Financial Or Budget Considerations

The 2020 Vehicles and Equipment Capital Improvement Program includes \$40,000 for the purchase of a Fire Utility vehicle (V&E-138). The total cost for the vehicle is \$38,730.56

Recommended Action

Motion to approve purchase of a 2020 Ford Fire Utility Vehicle from Ten Voorde Ford, Inc. in the amount of \$38,730.56.

Supporting Documents

- Ten Voorde Ford Quote (1 page)



EXECUTIVE SUMMARY

Human Resources

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

Golden Valley City Council Meeting
January 7, 2020

Agenda Item

3. G. 2. Approve Compensation Consultant Contract with David Drown Associates, Inc. (DDA)

Prepared By

Kirsten Santelices, Human Resources Director

Summary

The City Council approved the budget in 2019 for a full City compensation and classification analysis. The City released a request for proposals in September 2019, conducted a thorough evaluation process in October and November, and selected DDA as the consultant.

Financial Or Budget Considerations

The City Council approved 23,000 in 2019, which carried over to 2020. As this process includes collaboration with all of the City departments and training, the remainder of the funds will come from the 2020 City Manager's budget, including the training budget.

Recommended Action

Motion to 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.

Supporting Documents

- Professional Services Agreement (22 pages)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 7 day of January, 2020 (“Effective Date”) by and between David Drown Associates Inc., a Minnesota corporation with a Minnesota registered office at 5029 Upton Avenue South Minneapolis, MN 55410 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

- A. Consultant is engaged in the business of providing professional human resources consulting services.
- B. The City desires to hire Consultant to conduct a classification and total compensation study.
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. The City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions in this Agreement.

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

AGREEMENT

1. **Services to be Provided.** Consultant agrees to provide the City with professional human resources consulting services as described in the attached **Exhibits A and B** (the “Services”). **Exhibits A and B** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement. The Services shall be completed according to the deadlines set forth in the attached **Exhibit B**, provided that the parties may extend the stated deadlines upon mutual written agreement.
3. **Consideration.** The consideration, which the City shall pay to Consultant, shall not exceed \$28,800.00. The consideration shall be for both the Services performed by Consultant and the expenses incurred by Consultant in performing the Services. The City shall make progress payments to Consultant as follows:
 - a. \$5,000 upon receipt of the signed Agreement
 - b. \$11,800 upon completion of the implementation stage, as described in Exhibit B
 - c. \$12,000 upon submission of the final report and all other required deliverables

Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant's statements are submitted.

4. **Expense Reimbursement.** Consultant shall not be compensated separately for necessary incidental expenses. All expenses of Consultant shall be built into Consultant'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.** Consultant shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.

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

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

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

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

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

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

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

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

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

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

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

City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

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

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

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

18. **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.

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

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

recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

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

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

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

24. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Kirsten Santelices, the Human Resources Director of the City, or designee. Consultant's authorized agent for purposes of administration of this contract is David Drown, or designee who shall perform or supervise the performance of all Services.

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

CONSULTANT
David Drown Associates, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410

THE CITY
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
ksantelices@goldenvalleymn.gov

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

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

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

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

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

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

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

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

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

[Remainder of page left blank intentionally. Signature page follows.]

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

DAVID DROWN ASSOCIATES COMPANY:

By: _____

Name: _____

Title: _____

CITY OF GOLDEN VALLEY:

By: _____

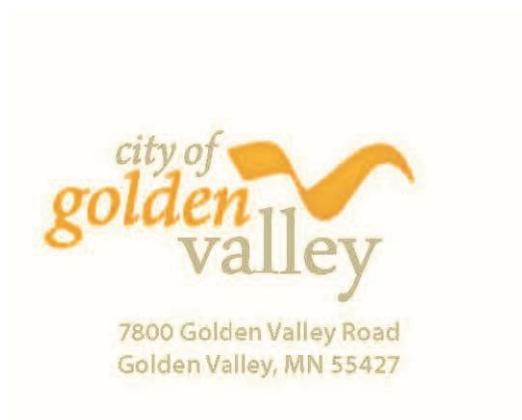
Shepard M. Harris, Mayor

By: _____

Timothy J. Cruikshank, City Manager

EXHIBIT A
PROFESSIONAL SERVICES PROPOSAL FOR
JOB CLASSIFICATION & TOTAL COMPENSATION STUDY

City of Golden Valley, Minnesota



Proposal for Classification and Total Compensation Study October 16, 2019



DDA

Human Resources, Inc.
a David Drown Associates Company

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320
www.ddahumanresources.com



Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
(612) 920-3320
www.ddahumanresources.com

October 26, 2019

Ms. Kirsten Santelices
Human Resources Director
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

RE: Proposal for Classification and Total Compensation Study

Dear Ms. Santelices:

We are pleased to be invited to submit a proposal to complete a classification and compensation study for the City of Golden Valley. In the pages that follow, we have briefly provided information about DDA Human Resources, our staff credentials and experience, staff members assigned to your study, a detailed description of services to be provided, and a timetable and itemized fee quotation.

Three major factors distinguish DDA Human Resources from other providers:

- All our employees come with years of public sector experience. We specialize in government and we know first-hand the challenges of managing public sector compensation. This helps us deliver to you practical, workable solutions.
- We believe that classification and compensation can and should be managed as a practical, common-sense process – not as some theoretical or statistical exercise in regression analysis. We will help you design a compensation system that is technically solid, one you understand, and one that works better than what you have now. We measure our effectiveness as a consulting firm not by studies completed, but by studies that are **actually implemented**.
- We think a compensation should be actively managed as an ongoing program – not neglected and then fixed with a major compensation study like this. With proper on-going maintenance support, major disruptive and expensive compensation studies are unnecessary. We are pioneers in providing a full-service program to maintain classification and compensation systems – and we find that over half of our study clients now opt for this ongoing service.

Our firm's goal is to be known as the best human resources consultant in Minnesota. There is only one way to get there – by delivering exceptional service. We will do our very best to earn your trust, your respect, and your future business.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Drown".

David P. Drown, President
DDA Human Resources, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410
david@daviddrown.com

OUR FIRM & QUALIFICATIONS

Our parent company, David Drown Associates, Inc. has provided consulting services to over 450 units of government across Minnesota since 1997. Over these years, DDA staff has gotten to know government well and we continually strive to keep our services practical, useful and up to date. Our history and corporate culture have grown from an honest desire to serve public sector clients in a practical and common-sense manner.

DDA Human Resources, Inc. was formed in 2013 to provide human resource support services exclusively to governmental clients in Minnesota. We currently offer services for executive recruitment, organizational design, and classification and compensation studies. We also staff an HR Technical Assistance Program for the Association of MN Counties which provides technical advice and assistance to the HR staff of all of the State's 87 counties. Since activating our compensation section in 2015, we have completed over 40 separate classification & compensation studies for clients ranging from cities with 4 employees to counties with 150 job titles and 500 employees.

All of our professional employees come to DDAHR from successful careers in city and county government. We think this practical experience sets us aside from other compensation consultants, and we know it helps us deliver a study that is not only technically sound but also practical, useful and understandable. We strive to deliver services the way you want to see them.

OUR SERVICE TEAM

DDAHR maintains a staff of 10 individuals. We also maintain relationships with several independent consultants in key specialty areas. Here is the Team we have assembled for your project:

Dr. Tessia Melvin – Project Team Leader

Tessia will be the lead on this project and be your primary contact. Tessia heads the compensation and classification (C&C) services area of DDAHR. Over the past two years, Tessia has served as lead analyst on over 20 separate C&C engagements with Minnesota communities. She brings to the position nearly 13 years of diverse service to city and county government in Minnesota. As a City Administrator in Maple Plain, Tessia drafted five-year budgets, capital improvement plans, infrastructure improvement plans, and led strategic planning program. She was directly responsible for human resources and internal and external communications. Working in Dakota County, Tessia provided leadership training, managed their performance management system and worked with compensation and benefits. Dedicated to local governments and continued learning, Tessia earned her doctorate in Public Administration at Hamline University with an emphasis on city development and planning.

David Drown – Technical Support

David is the founder and owner of DDA. David will lend his technical and statistical expertise to the team to manage the collection and analysis of market data, help calibrate your compensation plan, and calculate budget impacts. David received his undergraduate degree in civil engineering and served in local government as a registered civil engineer early in his career. He also holds an MBA in finance from the Carlson School of Management and has served as a finance and economic development consultant to numerous cities and counties across the State.

Elizabeth Blakesley – Clerical Support

Elizabeth has worked at DDA for over 20 years. She will provide technical and clerical assistance to coordinate the market surveying process and prepare documents. She will utilize her organizational and technological skills to help provide concise, professional work results. After attending the University of MN – Duluth, Elizabeth began working with local units of government in Minnesota with the MN Small Cities Association. Her work in municipal finance and economic development has given her a good insight into the operations of counties and cities throughout the State.

SUPPORTING TEAM MEMBERS (*Our Bench*)

Gary Weiers

Gary manages the overall operations of DDAHR, and he also heads our executive recruitment section. Gary joined DDA in 2013 after 11-years as the Administrator of Rice County. Earlier in his career, he held social service manager positions in Rice, Mower and Sherburne Counties. Gary received a bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees.

Melanie Ault

Melanie Ault brings to DDAHR over 20 years of experience leading Minnesota county human resources and labor relations operations with additional experience at the city, regional, and state levels. Melanie joined DDAHR in 2017, after serving as Washington County's HR Director. You might recognize her by her passion for examining pending legislation and its ramifications for the public sector. Melanie holds BA, MAPA, and JD degrees, with further education in public administration. She is an avid supporter of professional organizations, serving on the state and national levels. She loves making new connections and looks forward to helping you find answers and ideas. Melanie is one of our AMC Human Resources Technical Assistance Program staff.

Roxanne Chmielewski

Roxanne has over 32 years of experience as Human Resources Director for three Minnesota Counties with the last twenty years managing the Human Resources and Labor Relations functions for Sherburne County, a metro ring county with over 600 employees and ten bargaining units. She retired in 2015 and continues to work as a consultant to several counties and cities in Minnesota. Roxanne remains committed to providing local government with professional and effective HR expertise. This commitment was recognized by her peers as she received the Outstanding HR Professional of the Year award from the MN Counties Human Resource Management Association in 1998 and again in 2011. She also received the Make a Difference award from the National Public Employer Labor Relations Association in 2012.

George Gmach

George has been doing classification and compensation study work in Minnesota for 30 years. He worked with the Stanton Group for 12+ years with management responsibility for salary and benefit surveys and compensation consulting. His experience has crossed multiple industries and included private, non-private and public sectors. George also worked at Employers Association and its successor for 16 years. During his career, he has designed and conducted several hundred compensation and benefit surveys and has implemented multiple compensation programs in large and small organizations

across all sectors. He designed and modified job evaluation systems and implemented them in the public sector. He has worked with the Minnesota Pay Equity Statutes since their inception. In addition, he is a military veteran who served as a combat medic in Vietnam.

REFERENCES – CLASSIFICATION AND COMPENSATION STUDIES

- Reference #1: City of Victoria, Minnesota**
Contact: Gwen Campbell, Communications and HR Manager
952-443-4230
gcampbell@ci.victoria.mn.us
Contract dated: May 15, 2019 – completed October 2019
Scope of Services: *This was a full service class and comp study for a rapidly growing suburban community. We updated all job descriptions including several new job titles; classified all job titles using DDA’s JET system, completed a market analysis of 14 benchmark communities (93% participation) and 5 “spotlight communities”, evaluated two alternative salary plans with pay ranges calibrated at 100% of benchmark averages, and provided an implementation plan with employee-by-employee grade/step assignments and a calculation of budget impact. Victoria says they plan to enroll in DDA’s ongoing service program.*
- Reference #2: South Lake Minnetonka Police Department**
Contact: Michael Meehan, Chief
952-474-3261
MMeehan@souothlakedp.com
Contract dated: January 24, 2019 – completed June 2019
Scope of Services: *South Lake Minnetonka Police Department is a joint powers organization that provides police services to the communities of Excelsior, Greenwood, Shorewood and Tonka Bay. We were retained to provide a market wage and benefit analysis of all positions – with a special focus on the police officer, police sergeant and lieutenant positions. Due to the complexity of police wage benefit packages and reported distrust of the data collection process, DDA collected and utilized data from actual signed union contracts as the source of comparative information. We recommended changes to their current pay plan that provided the desired position in the wage market, and which created meaningful promotional ladders internally.*
- Reference #3 Clay County, Minnesota (Moorhead)**
Contact: Darren Brooke, HR Director and Assistant County Administrator
Darren.Brooke@co.clay.mn.us
218-299-7336
Contract Dated: October 2018 – completed August 2019
Scope of Services: *DDA was originally engaged to complete a market study only of wages paid to 565 employees with 140 position descriptions. The work plan was expanded to have us reclassify 22 job descriptions using the existing Bjorklund classification system. Special attention was to be paid to two departments – Juvenile Detention and Detox – which were experiencing employee retention problems and for whom good comparable wage information was scarce. We found their current pay plan to be calibrated below market, recommended an adjustment to their existing pay plan to bring pay ranges to 100% of market, and provided a detailed implementation plan showing initial grade step assignments for each employee with a cost to implement in 2020. Clay county has also opted to enroll in DDA’s ongoing service program to gradually address and correct job classification issues.*

Reference #4

Freeborn County (Albert Lea)

Contact

Candace Pesch, HR Director
507-377-5241

Candace.pesch@co.freeborn.mn.us

Contract Dated:

April 2018 – completed December 2018

Scope of Services:

This is an example of a client engagement that evolved over time. The client had not completed a study in 20 years and the previous study resulted in lack of trust and anxiety. They were hesitant to suffer a repeat of the experience. We agree to approach the work with them gradually, and in a step by step manner. We started with a market analysis of all existing job titles to initially determine how they were positioned in the market. Once this was completed and went well, we moved on to working with employees and managers to rewrite old and outdated job descriptions. Once these were done, we then proceeded to reclassify the job titles and to evaluate needed changes in their salary plan. Freeborn County has enrolled in ongoing services, and remaining work will be systematically completed under that program.

City Classification and Compensation Study Clients

GRANITE FALLS
BRAINERD
STAPLES
FAIRFAX
WAVERLY
EAST GRAND FORKS
NORTH ST. PAUL
ROCKFORD
MAYER
LAKE PARK
KASSON
DEERWOOD
OLIVIA

LAKE ELMO
PEQUOT LAKES
BRAINERD
PILLAGER
HOWARD LAKE
DETROIT LAKES
VICTORIA
MEDFORD
GAYLORD
ROCKVILLE
BREEZY POINT
MAHNOMEN
PIERZ

County Class and Comp Study Clients

BENTON COUNTY
BIG STONE COUNTY
FREEBORN COUNT
MARTIN COUNTY
RICE COUNTY
ST. LOUIS COUNTY
WASECA COUNTY

CLAY COUNTY
FILLMORE COUNTY
HUBBARD COUNTY
MURRAY COUNTY
ROCK COUNTY
SWIFT COUNTY
YELLOW MEDICINE COUNTY

Organizational Study Clients

AITKIN COUNTY
KANABEC COUNTY
MURRAY COUNTY
STEARNS COUNTY

CHISAGO COUNTY
MCLEOD COUNTY
POPE COUNTY
WADENA COUNTY

OUR PHILOSOPHY FOR COMPENSATION STUDIES

Government is in the service delivery business, and quality service requires quality employees. An effective compensation system will help you attract and keep talented employees. Likewise, an out-of-date or ill-conceived compensation system will produce turnover and hamper efforts to recruit quality replacements.

In the real world of limited resources, government is increasingly expected to do more with less. Accordingly, a community's pay philosophy must strike a reasonable balance between a desire to pay your good employees well to retain their good services, while at the same time controlling costs to keep faith with the taxpayers. Designing a pay system is not easy, every community is different, and a "one size fits all" approach seldom produces a good result. As we work with you to build the best compensation system for your community, we keep four very practical objectives in mind:

- You need compensation and benefits to be sufficiently competitive to hire, retain and motivate qualified workers.
- You must maintain internal pay relationships that satisfy the State's pay equity requirement of equal pay for equal work.
- You must remain in control of the process, to assure final recommendations strike a proper balance between wages/benefits and available resources.
- You need the study to be a positive process, that is open and fair to all employees, managers and unions.

We approach compensation study work as a practical, common-sense process – not as some theoretical or statistical exercise in regression analysis. We collect information, analyze it, and communicate our findings in simple understandable ways. Our honest goal is to help you design a compensation system that is technically solid, is one you actually understand, and one that works better than what you have now. We measure our effectiveness as a consulting firm not by studies completed, but by studies that are **actually implemented**.

PROPOSED PROCESS TO COMPLETE YOUR STUDY

We have read your RFP quite carefully. You currently use a standard-grade-step system covering 138 full time employees and about 70 separate job titles. It is not clear which job evaluation system the City has used to score job titles; it sounds like your last market study done in 2013 failed to address/score many positions. We will remedy that problem this time around.

Our standard process for completing a classification and compensation study is described below. You will find that it matches quite naturally with the desired scope of services outlined in your RFP. However, we are receptive to changes or additions that help address specific concerns you may have.

Introduction and Project Orientation

We begin our work with you with an initial Management Team-level meeting, to start to get to know each other and make sure we all understand the expectations and the process of this study:

- We will conduct an Initial Project Meeting with management and/or your designated Project Team, to discuss/confirm the scope of the planned study, its procedures, methods, intended outcomes and timeline.
- We will discuss the type of written materials to be used and provided to managers, supervisors and employees. Our process includes a great deal of communication therefore we will discuss the Project Team's preferred communication style with employees. In addition, we will provide explanatory material to help define our methodology. All our clients are unique, and our approach to achieving end results will match your organization.
- We will work with the Project Team to identify any specific problems with or shortcomings with your current system and adjust our work plan as necessary to assure concerns are properly evaluated and addressed.

Employee Kickoff Meeting – Employee Involvement

We believe employee involvement is critical to the success of any compensation system change. Exactly how employees are to be involved in the process is one of the most critical aspects of your study to be discussed and managed with the Project Team. Every situation is different, and every community has sensitive issues and unique concerns of which we need to be aware. You will find DDAHR to be very receptive to incorporating extra efforts into the study process to help employees feel they have a voice in this work, and that the study is being as open, fair and reasonable as possible. Here are a few things we can do to help achieve this:

We recommend starting each study with a kick-off meeting with department heads and employees. These meetings allow us to illustrate the project scope, answer questions, debunk myths or suspicions, and illustrate the employees their role in the study. If the work plan includes updating of all job descriptions, we will let employees know what they will be asked to do to make the process successful.

Job Description Review and Updating

Our first major task is to make sure that you have job descriptions that fully and accurately describe the actual job duties and requirements. This is a very important starting point of the study, since all work that follows builds upon complete and accurate job descriptions.

Your RFP states that the City recently reviewed and updated all job descriptions. (We checked an on-line posting for a police officer position, and the associated job description did seem quite complete and workable.) Accordingly, we expect job descriptions may require only a cursory review.

If the City desires a more thorough review, we will lead the process to collect the required information and revise or rewrite them. That process usually works like this:

- A position description questionnaire (PDQ) is distributed to all employees and their supervisors, asking them to outline all of the important requirements for and duties of the job.
- Based upon the information on the PDQs, the job description for each position is updated or rewritten in standardized format.
- Employees and supervisors are asked to review the new job descriptions, and we will guide a controlled process for employees to appeal the content of descriptions before they are finalized.
- Job descriptions are then finalized and approved.

Job Evaluation and Classification

Job classification is a series of decisions about how a position is valued within an organization. Each factor requires a decision as to how the job under consideration will be rated using levels that are increasingly complex and of great impact, frequency or quantity. We look at the job rather than the employee. Jobs are evaluated as they exist, or as the management plan says that they should exist, to meet the needs of the organization.

DDAHR is unique in our willingness and ability to utilize a variety of job evaluation systems used by the various compensation consultants in Minnesota to classify and score your jobs. If you are committed and satisfied with the system you current use, we can usually keep it and continue to use it. If you decide to change systems, we will offer DDAHR's job evaluation tool (JET) which scores jobs on six criteria:

- Qualifications What level of education and experience is required?
 - Decision Making What level of decisions does this position make?
What is the impact of these decisions on the organization?
Does this position require leadership, make policy, establish strategy?
 - Problem Solving What is the nature of problem solving in this job?
Are problems technical, interpersonal, or managerial?
 - Relationships What are the internal and external working relationships?
Is team work required? Is the job dealing with customers?
Is this job positioned to impact morale, culture and reputation?
 - Effort What level of mental and physical effort is required?
Is the job subject to physical and mental fatigue? How frequently?
 - Conditions/Hazards What are the environmental working conditions?
Is the risk of injury or illness? Is a lot of travel required?
Does the position involve demanding interactions with the public?
- We will review all of the City's job descriptions using the agreed-upon system and assign a numeric score which reflects the relative importance of the job to the organization. We will prepare a chart that clearly shows any material changes from current rankings, with supporting information regarding the reasons for any changes.
 - We will review how positions are currently grouped into grades and discuss any changes that result from the classification process. We may also recommend adjustments to your current grade-step system that should be made to address wage compression or other concerns.
 - We will prepare presentation materials to communicate results management, elected officials and employees.
 - We will coordinate a process for employees to appeal the results of job classification such that concerns are resolved openly and fairly.

Wage/Labor Benchmarks and Market Pricing

The next step in the process involves looking outside of your organization to see what wages are offered to employees in the job market.

- We will work with your Project Team to determine an appropriate group of comparable "benchmark" entities to achieve an adequate sample size and a meaningful comparison. These "benchmark organizations" are typically cities that are similar to yours and/or other organizations with whom you compete for employees. Although we know that you compete with private sector

organizations for employees, obtaining *reliable* private sector information is very difficult in most cases. So, our focus will be primarily on public sector entities.

- We will collect detailed wage information on *all jobs* that you have in common with these communities – not just a selected list. We plan to utilize the wage survey data that is annually collected in the LMC/AMC wage data base, supplemented by other sources as needed to provide a meaningful set of comparison data. We will organize the results of this analysis using a series of graphs and charts that are designed to clearly show how Golden Valley's pay ranges and wages compare to those of benchmark entities. This is the information needed to develop of a pay structure that balances both internal and external equity and assures compliance with State Pay Equity Compensation Standards.
- We will work with you to design and administer a targeted benefit review to address specific benefit areas of interest/concern to you and your employees. Often a survey of employee attitudes and interests can be helpful in designing a benefit package – benefits need not necessarily be expensive to be effective and valuable to your employees.

Design New Pay Plan

- We will provide recommendations and options for either an adjustment of your existing compensation plan, or a replacement plan that produces a better match with your compensation philosophy.
- We will fine tune the plan to establish fair and equitable compensation relationships within and outside the organization that are workable within a union and non-union environment.
- We will provide system testing to assure that any option proposed will comply with the State's pay equity standards and Federal requirements.
- We will evaluate the cost/budget implications of up to two (2) alternative implementation strategies that take into account the City's budget constraints. The objective of this work is to provide you with meaningful, employee-by-employee level information that is useful for your detailed budgeting use.
- We will prepare final documents for the plan, including presentation, policy, guidelines and procedures for administration. Any written and computerized data and supporting information will be submitted as appropriate or requested.

Final Report

- Prepare final documents for this study, including presentation, policy, guidelines and procedures for administration.
- We will make a final presentation of our report and findings to the Project Team, City Manager and/or City Council if desired.
- We will prepare and submit a pay equity report to the State.

STUDY TIMETABLE AND FEES

Component	Time Required	Cost
Introduction, Coordination, Kickoff Meetings	2 weeks	\$ 2,500
Job Description Review and Updates*	2 weeks	3,000
Job Classification (any system)	4 weeks	7,800
Benchmark Market Analysis	4 weeks	7,500
Pay Plan Design/Adjustment	4 weeks	4,000
Final Report, Implementation and Training	4 weeks	<u>4,000</u>
	20 weeks	\$ 28,800

- *If job descriptions require substantial revisions, DDA is available to complete the revision process for an additional cost of \$200 per job description. This work can also be completed by your staff, with our guidance provided at no additional cost.*

We are available to begin work on this engagement immediately, and to complete all work within the stated timeframe. Our not-to-exceed fee quote is \$28,800, and this quotation is good for 90 days from the date of this proposal.

ONGOING MAINTENANCE

Ongoing Maintenance Program

This exclusive DDA Human Resources, Inc. program is designed to eliminate the need for large classification and compensation study every 4 to 6 years. Services include everything needed to keep a freshly updated compensation plan perpetually current. We find that about half of larger communities who have completed a compensation study with DDAHR have opted to convert to this management approach. Serviced include:

- We review, update and reclassify as necessary one-third of job descriptions annually. (rotating cycle, starting year 2)
- We annually update a market analysis of wages with benchmark communities and suggest changes to pay plan system as necessary to remain in tune with the market.
- We will periodically provide the City with market data on benefits offered by comparable communities and suggest changes as warranted.
- For any new jobs or changed jobs, we will write and classify the job for placement in the compensation system
- We will complete and submit a pay equity report every three years or when otherwise required.
- If desired, we will handle data input of wage data into the LMC salary system.
- We will provide budget support by:
 - Recommending an adjustment to your Pay Plan for the coming year, based upon COLA and market factors.
 - Preparing up to two (2) analysis of budget impacts of alternatives for wage adjustments.
- We will make an annual presentation to the staff and/or City Council on the status of your compensation system.

**EXHIBIT B
TIMELINE OF DELIVERABLES**

This Exhibit B shall replace and supersede the timeline of deliverables as described in the Professional Services Proposal for Job Classification and Total Compensation Study (Exhibit A).

Phase	Deliverable/Expectation	Timeline/Deadline
Introduction	<ul style="list-style-type: none"> • Set initial orientation with City • Provide City with strategy for determining comparable entities 	Completed by January 13, 2020
Orientation	<p>On-site visit:</p> <ul style="list-style-type: none"> • Discuss current compensation philosophy • Discuss/review current relevant policies and labor agreements • Review current compensation structure/system • Review current pay equity spreadsheet • Provide City with components of successful compensation philosophy and collaborate with City to develop compensation philosophy • Discuss and establish list, minimum of 10, comparable public sector entities • Discuss and establish specific compensation survey components, including list of benefit offerings and pay practices (i.e. shift differentials, uniform allowances, etc.) • Choose benchmarked positions, a minimum of 75% of the current City positions 	On or before January 21, 2020
Stakeholder Meetings	<ul style="list-style-type: none"> • First meeting with Department Heads • Second meeting with all employees (to include: purpose of study, expectations of employee throughout the process, description of PDQ, and expectations of deliverables from consultant) • Meet with union representatives as determined by City and Union 	On or before January 29, 2020 On or before February 7, 2020
City Data Analysis	<p>Conduct initial job audit:</p> <ul style="list-style-type: none"> • Review current job descriptions • Provide PDQ to employees • Conduct group interviews of City employees (as determined by both consultant and City) • Analyze positions against FLSA and provide recommendations • Conduct compression analysis 	Completed by February 29, 2020
Market Analysis	<ul style="list-style-type: none"> • Collect market data with surveys, LMC data and other resources. • Customize benefit survey • Confirm with City 	Completed by March 20, 2020

Market Comparison	<ul style="list-style-type: none"> • Complete total compensation market analysis, ensuring data is collected from minimum of 95% identified comparable entities, unless agreed upon by client and DDA 	Completed by May 1, 2020
Results Analysis Discussion	<p>On-site visit:</p> <ul style="list-style-type: none"> • Provide City with preliminary findings of market data and trends • Discuss results of complete job audit and analysis • Provide City with written report showing compression analysis results • Discuss options for compensation system design and classification system design 	Completed by May 15, 2020
Classification and Compensation System Design	<ul style="list-style-type: none"> • Design new classification system • Re-classify all positions into new system • Design compensation system to include: <ul style="list-style-type: none"> ○ Minimum of two strategies to address compression ○ Career ladders ○ Implementable salary schedules 	Completed by May 15, 2020
Policy and Procedure Development	<ul style="list-style-type: none"> • Written recommendations on changes to compensation policies and procedures • Provide draft Policy/Procedure Manual <ul style="list-style-type: none"> ○ Review with City personnel • Provide final Policy/Procedure Manual 	Completed by May 15, 2020 May 15, 2020 May 31, 2020
Implementation	<ul style="list-style-type: none"> • Develop draft Executive Summary Report, to include: <ul style="list-style-type: none"> ○ Salary data analysis ○ Benefit comparison analysis ○ Total compensation analysis • Provide draft Pay Equity Report including verification of compliance with new compensation system • Meet on-site with City Manager, Finance Director, and HR Director: <ul style="list-style-type: none"> ○ Review draft Executive Summary Report ○ Discuss fiscal impact of proposed compensation system • Provide final Executive Report: <ul style="list-style-type: none"> ○ Include raw market data report • Meet with City personnel: <ul style="list-style-type: none"> ○ Separate meeting with each department head and human resources ○ Meet with City employees • Lead appeals process 	Completed by May 31, 2020 May 31, 2020 May 31, 2020 June 15, 2020 June 30, 2020 Ongoing until complete
Administrative Maintenance	<ul style="list-style-type: none"> • Provide one-on-one in-person training to HR Director on job classifications, placement in salary schedules, and general maintenance of salary schedules 	Completed by July 31, 2020

Annual Cost:	Year 1:	12.5% of Full Study Costs (\$5,150 first year)
	Year 2 and after	25% of Full Study Costs (\$10,300 annually)

Standard Fee for Services

For clients who prefer to receive maintenance support in a less rigorous manner, we offer a full range of support services with standard pricing:

- Write and classify a new or revised job description \$300 per position
- Classify a job description provided by client \$200 per position
- Pay Equity Reporting \$2,250 for 60-90 employees

- Hourly rates:
 - Professional \$200 per hour
 - Technical Support \$150
 - Clerical \$100



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting January 7, 2020

Agenda Item

3. H. 1. Adopt Resolution to Apply for Department of Natural Resources Grant – Pennsylvania Woods

Prepared By

Drew Chirpich, Environmental Specialist

Summary

The Minnesota Department of Natural Resources (DNR) manages the Conservation Partners Legacy (CPL) program to provide competitive matching grants to restore, protect or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. Nonprofit organizations and government entities are eligible for CPL funding.

City staff recognized this as an excellent opportunity to fund restoration and habitat enhancement in one of its natural areas, Pennsylvania Woods. The scope of the project would be to remove invasive species such as buckthorn and to seed and plant desirable native species that enhance habitat, recreational use, and prevent erosion throughout the nature area. As shown on the attached location map, the restoration work would occur only in areas of Pennsylvania Woods Park not impacted by the DeCola Ponds B & C project.

This work aligns with the City's goals in its Natural Resource Management Plan. In 2019, the program funded work in the Bassett Creek Nature Area. Goal #1 is to Protect, Preserve, Restore, Enhance and Acquire Natural Areas and Open Space. Within the plan are concept plans and implementation actions for each Nature Area. Staff worked with the Environmental Commission to prioritize work in its Nature Areas, and based upon many criteria, Pennsylvania Woods ranked first for this type of restoration project.

If the City is selected, work would begin with the invasive species removal and planting components as soon as possible. Ongoing integrated plant management for the project would continue through 2023.

A resolution of support from City Council is requested as part of the application process.

The anticipated project timeline is as follows:

January 7, 2020	Submit Resolution to City Council to apply for grant
January 21, 2020:	Grant application due
February 2020:	Awarding of grant
March 2020:	City Council approves grant agreement
April 2020:	Request for quotes
May 2020:	City Council approves project contract

Financial or Budget Considerations

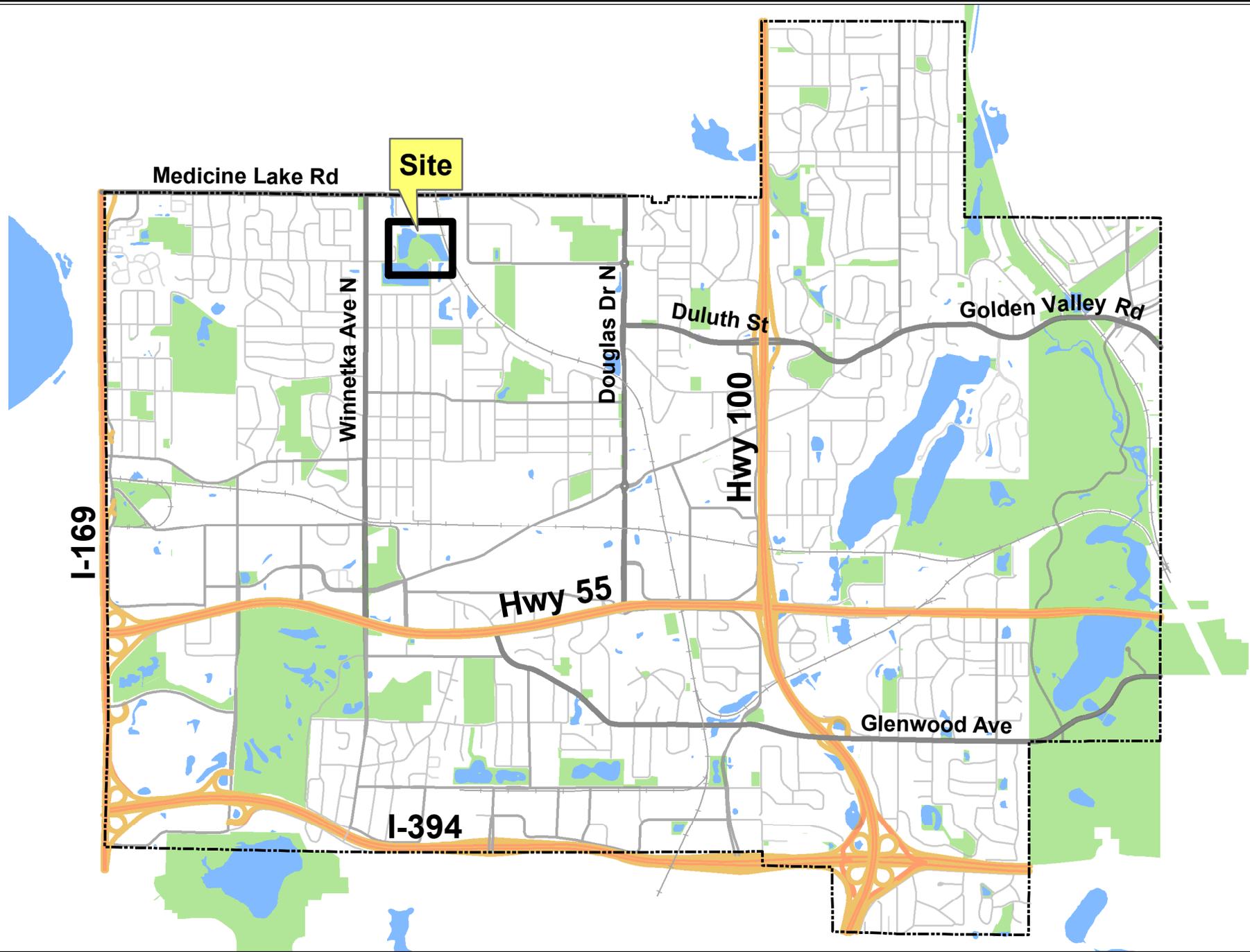
The maximum award for the grant is \$50,000. If awarded the grant, the City will be required to provide a local match of 10% cash or in-kind resources up to \$5,000. Funds are available in the Environmental Control Account 7303.6340.

Recommended Action

Motion to adopt Resolution Supporting Submittal of Application to Minnesota Department of Natural Resources Conservation Partners Legacy Grant Program.

Supporting Documents

- Location Map (1 page)
- Resolution authorizing execution of a Conservation Partners Legacy Grant Application with the Minnesota Department of Natural Resources (2 pages)



RESOLUTION NO. 20-02

RESOLUTION AUTHORIZING EXECUTION OF A
CONSERVATION PARTNERS LEGACY GRANT APPLICATION
WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES

BE IT RESOLVED that the City of Golden Valley, hereinafter referred to as the "Applicant" act as legal sponsor for the project contained in the Conservation Partners Legacy Grant Application submitted on January 7, 2020 and that the City Manager is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the Applicant.

BE IT FURTHER RESOLVED that the Applicant has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, maintenance and protection of the proposed project.

BE IT FURTHER RESOLVED that the Applicant has the financial capability to provide the required matching funds, in the amount not to exceed \$5,000.

BE IT FURTHER RESOLVED that the source of Applicant's matching funds shall not include other State funds.

BE IT FURTHER RESOLVED that the Applicant hereby pledges to complete the project or phase if it exceeds the total funding provided by the Department of Natural Resources and any required local match.

BE IT FURTHER RESOLVED that the Applicant has not incurred any costs and has not entered into any written agreements to purchase property proposed by this project.

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

BE IT FURTHER RESOLVED that upon approval of its application by the state, the Applicant may enter into an agreement with the State of Minnesota for the above referenced project and that the Applicant certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Golden Valley authorizes the City Manager to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of January 2020.

ATTEST:

Shepard M. Harris, Mayor

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Administrative Services

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

Golden Valley City Council Meeting
January 7, 2020

Agenda Item

3. I. Approval of Use of Credit Cards for Purchases

Prepared By

Sue Virnig, Finance Director

Summary

The Legislature has authorized the use of credit cards by cities, but the legislation requires prior City Council approval of those employees who will be using the cards on behalf of the City. The following are the credit cards issued:

Store issued credit cards:

- HyVee
- Speedway
- Northern Tool
- Sears
- Home Depot

Non-store issued cards:

- US Bank (employee will sign use of purchasing card program)

Not all businesses accept purchase orders from the City. The stores listed above have credit cards with their business name on them. All use will need to be approved by the supervisor before any purchase is made.

The US Bank is a purchasing/credit card with the employee's name on it. These cards will be used only if no other form of payment is accepted. Each employee given authority will sign a use of card policy with terms of acceptable use. An employee may keep the card for a period of time with approval from the supervisor.

Therefore, staff is recommending that the City Council authorize the use of the following credit cards listed above by any City employee, who has received prior approval of the appropriate supervisor.

Financial Or Budget Considerations

Credit Card payments will be included on the city check register.

Recommended Action

Motion to 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.



EXECUTIVE SUMMARY

Administrative Services

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

Golden Valley City Council Meeting
January 7, 2020

Agenda Item

3. J. Annual Elections for the 2020-21 Insurance Policy

Prepared By

Sue Virnig, Finance Director

Summary

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. Staff recommends that the City does not waive the statutory limit on tort liability established by Minnesota Statutes 466.04 for the 2020-21 insurance policy. This policy is a February 1 renewal.

Financial Or Budget Considerations

If the City does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. Insurance Rates from the League reflect this coverage.

Recommended Action

Motion to adopt Resolution making Annual Elections for the 2020-21 Insurance Policy.

Supporting Documents

- Resolution Making Annual Elections for the 2020-21 Insurance Policy (1 page)

RESOLUTION NO. 20-03

RESOLUTION MAKING ANNUAL ELECTIONS
FOR THE 2020-21 INSURANCE POLICY

WHEREAS, the City of Golden Valley must declare whether or not to waive the statutory limits on tort liability established by Minnesota Statutes 466.04.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Golden Valley that it does not waive the statutory limits on tort liability established by Minnesota Statutes 466.04 for the 2020-21 insurance policy.

Adopted by the City Council of Golden Valley, Minnesota this 7th day of January, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A Luedke, City Clerk



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

January 7, 2020

Agenda Item

3. K. Approve 2020 Bike Lane Improvement Project for Design and Construction Professional Services Agreement

Prepared By

Jeff Oliver, City Engineer

R.J. Kakach, Assistant City Engineer

Summary

In 2016, the City Council established the Bike and Pedestrian Task Force to help develop a bicycle and pedestrian network plan for Golden Valley. The recommendations of the Task Force included lower cost improvements, such as the installation of signed bike routes or on-street bike lanes, as well as capital intensive projects like off-street trails and grade separated crossings. The plan includes improvements for City, County and State corridors. The Bicycle and Pedestrian Plan has since been incorporated into the 2040 Comprehensive Plan and identifies the following local corridors in Golden Valley for the installation of on-street bike lanes. The proposed segments are:

1. Olympia Street from Winnetka Avenue to Douglas Drive ("sharrows" and signs only)
2. Golden Valley Road from Pennsylvania Avenue to Douglas Drive
3. Pennsylvania Avenue from Wayzata Boulevard to Laurel Avenue
4. Laurel Avenue from Pennsylvania Avenue to Turners Crossroad
5. Wayzata Boulevard from General Mills Boulevard to Texas Avenue
6. 10th Avenue from Mendelssohn Avenue to Winnetka Avenue
7. 10th Avenue/Rhode Island Avenue from Winnetka Avenue to Highway 55 (including a short section of Golden Valley Road)
8. Boone Avenue from Golden Valley Road/7th Avenue to Plymouth Avenue
9. Decatur Avenue from Golden Valley Road to 10th Avenue
10. 7th Avenue from Decatur Avenue to Boone Avenue
11. Golden Valley Road from Boone Avenue to Wisconsin Avenue

In October 2018, the City Council approved a professional services agreement with Short Elliot Hendrickson, Inc. (SEH) for the 2019 Bike Lane Improvement Project to provide design and construction services. The 2019 project originally included routes 1-11 listed above. However, when construction cost estimates were presented to staff in early 2019, the estimates exceed the allocated funding and the project scope was reduced. Following design work and public engagement for the reduced scope of work, bids to install routes 1-5 were opened in late August of 2019. The bid amounts exceeded funding for the project and Council rejected the bids. It was determined that a larger project

and an earlier bid date would likely result in more favorable bids. Subsequently, remaining funds from 2019 were rolled into the 2020 CIP to install routes 1-5 as well as routes 6-11 in the proposed 2020 Bike Lane Improvement Project.

SEH has provided the attached proposal, which amends the original proposal approved in 2018. The 2020 Bike Lane Improvement Project includes time for up to four open houses and twenty hours of one-on-one meetings with property owners. All property owners adjacent to each proposed bike lane, as well as members from the Bicycle and Pedestrian Task Force, will be invited to the open houses. Corridor specific meetings are also planned to ensure stakeholders understand the project specifically in relation to parking restrictions and pavement markings. Additionally, staff will work with Hennepin County, Three Rivers Park District, and MNDOT throughout preliminary and final design process.

The corridors identified as part of the Bike Lane Improvement Project will be designated with on-street bikes lanes using pavement markings and signage. The exception to these design plans is route 1, Olympia Street, which will include only “sharrows” and signage, and retain the existing on-street parking.

Financial Or Budget Considerations

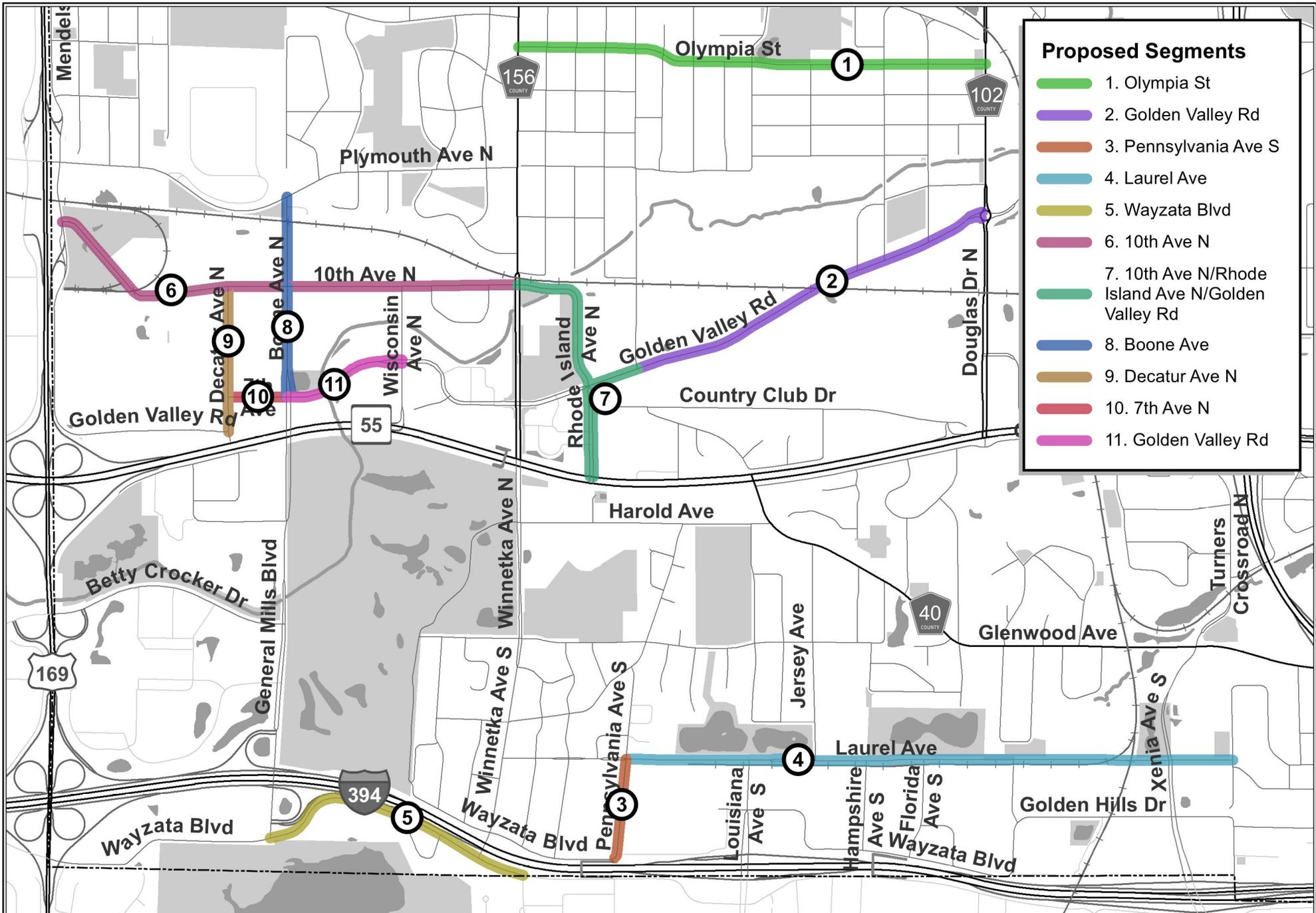
The total cost for SEH to provide design and construction services through amendment No. 1 for the 2020 Bike Lane Improvement Project is \$76,475. Anticipated funding for these services is included in the 2020 Street CIP Program (S-030) in the amount of \$475,000.

Recommended Action

Motion to 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.

Supporting Documents

- Location Map (1 page)
- Agreement with Short Elliott Hendrickson, Inc. (4 pages)



Proposed Segments

- 1. Olympia St
- 2. Golden Valley Rd
- 3. Pennsylvania Ave S
- 4. Laurel Ave
- 5. Wayzata Blvd
- 6. 10th Ave N
- 7. 10th Ave N/Rhode Island Ave N/Golden Valley Rd
- 8. Boone Ave
- 9. Decatur Ave N
- 10. 7th Ave N
- 11. Golden Valley Rd



2020 Bike Lane Improvement Project

Sources:
 -Hennepin County Surveyors Office for Property Lines (2019).
 -City of Golden Valley for all other layers.

Print Date: 12/31/2019

0 650 1,300 2,600 Feet



Building a Better World
for All of Us®

December 4, 2019

RE: City of Golden Valley
2019/2020 Bike Lane Improvements
Amendment No. 1
City Project No. 19-2
SEH No. GOLDV 148501

Jeff Oliver
City Engineer
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55247 4588

Dear Jeff:

This letter serves as Amendment No. 1 to our supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City of Golden Valley and SEH.

Background

In 2019, SEH provided preliminary and final design services for bike lane design on multiple City streets. Due to high prices, the City rejected bids received for the 2019 project. This proposed amendment will provide additional services to update the 2019 plans and complete the design for bike lanes on additional routes planned for implementation in 2020. SEH will coordinate the design with City staff such that the combined 2019 and 2020 bike lanes can be packaged with a City designed street improvement project to achieve an improved balance of work and more favorable bids for construction of the bike lanes.

2019 Bike lane designs to be updated for construction in 2020 include:

- Olympia Street from Winnetka Avenue to Douglas Drive
- Golden Valley Road from Pennsylvania Avenue to Douglas Drive
- Pennsylvania Avenue from Wayzata Boulevard to Laurel Avenue
- Laurel Avenue from Pennsylvania Avenue to Turners Crossroad
- Wayzata Boulevard from General Mills Boulevard to Texas Avenue

The 2020 bike lane segment to be completed include:

- 10th Avenue from Mendelssohn Road to Winnetka Avenue
- 10th Avenue/Rhode Island Avenue from Winnetka Avenue to Highway 55
- Boone Avenue to Golden Valley Road/7th Avenue to Plymouth Avenue
- Decatur Avenue from Golden Valley Road to 10th Avenue
- 7th Avenue from Decatur Avenue to Boone Avenue
- Golden Valley Road from Boone Avenue to Wisconsin Avenue

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Scope of Work

Agency and Public Meetings

SEH has included time for plan review meetings with the City, design review and coordination with Hennepin County for improvements at 10th Avenue and Winnetka Avenue, and with MnDOT for improvements affecting the intersection of Rhode Island Avenue and TH 55. Also planned are a series of public open house meetings to share information and gain input on all of the bike routes segments. In addition, we will participate with City staff in multiple property owner or business owner meetings to address concerns that may be specific to the interests of individual stakeholders. SEH will assist City staff with presentation and discussion of the combined 2019/2020 bike lane project routes with the City Council at a Council/City Managers Meeting.

Preliminary Design

Preliminary designs for the 2020 bike lane segments will be shown on layouts suitable for open house and City Council Managers Meeting review. Preliminary construction cost estimates for the combined 2019 and 2020 project segments will be prepared.

Final Design and Bidding Documents

SEH will further develop plans and specifications for all project elements selected by the City based upon the findings of the preliminary design phase. Specifications and cost estimates will be developed based on the approved project segments. SEH will incorporate City provided plans, quantities and special provisions for street resurfacing into a common set of bidding documents with the bike lane improvements. SEH will be available to answer design related questions during bidding and will develop contracts for the City to complete.

Construction Services

SEH will provide construction engineering and administrative support services. A preconstruction meeting will be held prior to beginning of the contractors work. SEH will provide RPR services to confirm that work is being performed in accordance with the plans and specifications. SEH will process contract documents and contractor pay requests in accordance with City practices. SEH will prepare as-built drawings to record changes that may occur during the course of construction.

Schedule

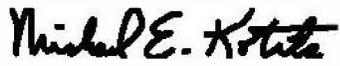
Work previously authorized in the 2019 scope of services is in progress. Continuation of this work and the additional final design services authorized by this amendment will extend through winter 2020. SEH will assist the City with construction engineering services for the bike lanes in the 2020 construction season.

Compensation

SEH proposes to be compensated for the scope of work proposed in this Amendment per the terms of our previously approved Agreement. We have estimated the services described above to cost a total of \$76,475.00. The person/hour task budget that further details SEH's planned work effort is attached.

The City of Golden Valley will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office. Thank you for the opportunity to continue to work with the City of Golden Valley.

Respectively submitted,
SHORT ELLIOTT HENDRICKSON INC.



Michael E. Kotila, PE
Project Manager

Approved this _____ day of _____, 2018

City of Golden Valley, Minnesota

By: _____

Title: _____

Attachments

City of Golden Valley - 2020 Bike Lanes - Amendment No. 1

SEH Task Hour Budget



GOLDV 148501

12/3/2019

	Project Manager	Bike Specialist	Prof Traffic Engineer	Signal Design Engineer	Graduate Traffic Engineer	Admin	Hours	Labor Fee	Expenses			Task Exp's	Task Totals
									Kotila	Kienitz	Palmeater		
1.00 Project Management and Meetings - 132 hours*	76	8	28	-	16	4	132	23,083					
1.10 Agency and Public Engagement Meetings	76	8	28	-	16	4	132	23,083	840	400	-	667	23,750.40
Review Meetings with Golden Valley staff (Assume 4 meetings)	8		8				16	\$ 2,722	240	-	-	\$ 139	\$ 2,861
Agency coordination meetings (Assume 2 meetings with Hennepin County and/or MnDOT)	4		4				8	\$ 1,361	120	-	-	\$ 70	\$ 1,430
Prepare Open house materials / exhibits			8		16		24	\$ 2,520	-	400	-	\$ 180	\$ 2,700
Open house meeting for Olympia Street (assume 2 SEH staff)	4	4					8	\$ 1,550	60	-	-	\$ 35	\$ 1,585
Open house meeting for area east of Winnetka - including Golden Valley Rd, Rhode Island and 10th Avenue (assume 2 SEH staff)	4		4				8	\$ 1,361	60	-	-	\$ 35	\$ 1,396
Open house meeting for the Area west of Winnetka including segments of 10th Ave, Boone Ave, Golden Valley Rd, 7th Ave, and Decatur Ave (Assume 2 SEH staff)	4	4					8	\$ 1,550	60	-	-	\$ 35	\$ 1,585
Open house meeting for Wayzata Blvd, Pennsylvania and Laurel Avenues (Assume 2 SEH staff)	4		4				8	\$ 1,361	60	-	-	\$ 35	\$ 1,396
Business / Property Owners Meetings (Up to 20 meetings with 1 SEH staff)	40						40	\$ 8,568	240	-	-	\$ 139	\$ 8,707
Project Management, Communication, Accounting	8					4	12	\$ 2,092	-	-	-	\$ -	\$ 2,092
3.00 Final Design - 192 hours*	21	-	37	8	120	6	192	22,579					
3.10 Final Design	15	-	35	8	120	6	184	21,042	400	-	-	232	21,274.00
Title Sheet			1		2		3	\$ 315	-	-	-	\$ -	\$ 315
Statement of Estimated Quantities			2		8		10	\$ 1,008	-	-	-	\$ -	\$ 1,008
Signing and Pavement Marking Tabulations			2		8		10	\$ 1,008	-	-	-	\$ -	\$ 1,008
Signing and Pavement Marking Details			2		4		6	\$ 630				\$ -	\$ 630
Signing and Pavement Marking Plans (approximately 60 Plan sheets)	4		16		80		100	\$ 10,433	-	-	-	\$ -	\$ 10,433
Signal modification plans (Winnetka and 10th)			2	4	8		14	\$ 1,764	50			\$ 29	\$ 1,793
Incorporate City Provided Plans, Quantities and Special Provisions for Laurel Avenue Street Overlay	4		4		10	2	20	\$ 2,495	50			\$ 29	\$ 2,524
Special Provisions	2		4	2		4	12	\$ 1,688	-	-	-	\$ -	\$ 1,688
Opinion of Probable Cost	1		2	2			5	\$ 844	-	-	-	\$ -	\$ 844
QA/QC	4						4	\$ 857	-	-	-	\$ -	\$ 857
3.20 Bidding Assistance	6		2	-	-	-	8	1,537	40	-	-	23	1,560.40
Respond to Bid Inquires	2						2	\$ 428	-	-	-	\$ -	\$ 428
Prepare any necessary Addenda	2		2				4	\$ 680	-	-	-	\$ -	\$ 680
Attend Bid Opening (bid tab by the City)	2						2	\$ 428	40			\$ 23	\$ 452
4.00 Construction Services - 263 hours*	5	-	35	15	208	-	263	27,972					
4.10 Construction Administration and RPR	5	-	35	15	208	-	263	27,972	1,600	200	200	1,918	29,890.00
Preconstruction Meeting	3		3	3			9	\$ 1,588	100	-	-	\$ 58	\$ 1,646
Provide RPR Services (1/2 time for 8 weeks)				8	192		200	\$ 19,656	1,500	200	200	\$ 1,860	\$ 21,516
Construction Administration			24				24	\$ 3,024	-	-	-	\$ -	\$ 3,024
Provide As-built Drawings	2		8	4	16		30	\$ 3,704	-	-	-	\$ -	\$ 3,704
Project Totals	102	8	100	23	344	10	587		2,880	600	200	\$ 2,840	76,474.80
TOTAL COSTS	\$ 21,848	\$ 1,386	\$ 12,600	\$ 4,347	\$ 32,508	\$ 945		\$ 73,634	\$ 1,670	\$ 270	\$ 900	\$ 2,840	\$ 76,475



EXECUTIVE SUMMARY

Police

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

Golden Valley City Council Meeting January 7, 2020

Agenda Item

3. L. Approve School Resource Officer Service Agreement with Independent School District 281

Prepared By

Steve Johnson, Commander

Summary

Independent School District 281 and the Police Department desire to participate in providing specialized security services at the facility located at 2400 Sandburg Lane. A school resource officer program is needed to improve understanding and promote mutual respect between police, school, staff, counselors, parents and students.

An agreement has been drafted, stating the City will provide the services of one full-time police officer and related support services and supplies for the term of July 1, 2019 through June 30, 2020.

Financial Or Budget Considerations

The related costs for these services will be billed to School District 281 in an amount not to exceed \$68,704.14 depending on the number of student school days covered. All training, supervision and records will be the responsibility of the City.

Recommended Action

Motion to 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.

Supporting Documents

- School Resource Officer Services Agreement for District #281 (3 pages)

**SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN THE
INDEPENDENT SCHOOL DISTRICT 281 AND THE CITY OF GOLDEN VALLEY**

THIS AGREEMENT made this day of 1st day of July, 2019 by and between the INDEPENDENT SCHOOL DISTRICT 281, a school district, (hereinafter “School District”) and the CITY OF GOLDEN VALLEY, a public corporation and political subdivision of the State of Minnesota, (hereinafter “City”).

Recitals

1. The City and the School District desire to deter and prevent crime and violence within Sandburg Learning Center in the City of Golden Valley by engaging in the services of a school resource officer (“Program”).
2. The Safe Schools Levy provides monetary funds to school districts to hire school resource officers to address violence, crime and safety related issues within schools.
3. To that end, the City and the School District desire to collaboratively provide safe school services.

NOW, THEREFORE, the City and the School District agree as follows:

Terms

4. TERM OF AGREEMENT AND TERMINATION.

4.1 The Term of this Agreement shall be for a twelve month period from July 1, 2019 to June 30, 2020.

4.2 Either Party may terminate this agreement upon a sixty (60) day written notice to the other of such termination. In the event of a termination, any payments due shall be prorated.

5. LEVY. The School District will levy the maximum amount permitted by law to the property tax payers in the Robbinsdale School District to help fund the school resource officer position(s).

6. PROGRAM FUNDING. By May 1 of each year the School District will meet with the Chief Law Enforcement Officers of each community providing liaison services to the School District to allocate available funds to support the cost for the officers for the next school year. The City will invoice the School District for the first half of the payment on January 1 and for the second half of the payment on June 30. The funding provided for the 2019-20 school year will be \$68,704.14 per FTE.

7. **SCHOOL SERVED.** The Sandburg Learning Center at 2400 Sandburg Lane, Golden Valley, MN will receive school resource officer services under this Agreement.
8. **OFFICER SELECTIONS.** The City will, depending on staffing levels, employ or assign, in accordance with all applicable state laws, the police officers that will participate in or serve as employees in the School Resource Officer program. The City will employ or assign one (1.0) FTE officer to serve as school resource officer during the regular school year (170 student days) covered by the term of this agreement and payment of \$68,704 for Sandburg Learning Center pursuant to paragraph 6 of this Agreement. The number of police officers serving in the school resource officer position at Sandburg Learning Center may be modified upon the written agreement of the City and the School District.
9. **OFFICER COMPENSATION.** The City will be responsible for all payments regarding compensation, benefits, pension plans and withholdings for the officers serving in the school resource officer capacity.
10. **DUTIES OF THE OFFICER.** The list of duties and work schedule of the school resource officer(s) shall be developed and agreed upon by the City and the School District. The School Resource Officer position is a designated “school official” with regard to the Family Educational Rights and Privacy Act while under contract and providing School Resource Officer services to the School District. The law enforcement services provided to the School District will be at the sole discretion of the City. Officer standards of performance, conduct and discipline of the officer, performance reviews and other internal matters related to enforcement services shall be under the authority of the City. The School District shall provide the City with a written appraisal of the services rendered by the school resource officer at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the liaison. All disciplinary action shall be under the authority of the City. Time spent in excess of eight (8) hours will be on a specific, case-by-case basis and requiring the advance approval of the City and the School District.
11. **ADDITIONAL OFFICER DUTIES.** The school resource officer will respond to emergency calls, attend police training, and any other special duties as assigned by the City while fulfilling the school resource officer requirements under this Agreement.
12. **OFFICER SUPPLIES AND EQUIPMENT.** The City shall provide any required clothing, uniforms and vehicles, necessary to perform required duties as outlined pursuant to section 10 of this Agreement.
13. **INDEMNIFICATION.** Except for claims arising out of the willful acts of malfeasance in office, willful neglect of duty or bad faith of the other party or its representatives, each party shall indemnify and defend the other party against all

claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and/or damage to property arising out of any occurrence in upon or at Sandburg Learning Center in accordance with the execution of the school resource officer duties under this Agreement. Neither party waives any defenses or immunities available under Minnesota Statutes Chapter 466.

- 14. **NOTICE.** Any notice, demand, request or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified postage prepaid and addressed as follows: If to the City: Attn: Police Chief, Golden Valley Police Department, 7800 Golden Valley Road, Golden Valley, MN 55427; If so to the School District, Attn: Executive Director of Finance, Business Office, 4148 Winnetka Avenue N., New Hope, MN 55427.

- 15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties.

IN WITNESS WHEREOF, the City of Golden Valley and the Independent School District #281 have caused this Agreement to be executed by their respective duly authorized officers.

CITY OF GOLDEN VALLEY

INDEPENDENT SCHOOL DISTRICT 281

By _____

By _____

Mayor

Board Chair

By _____

By _____

City Manager

Superintendent

Date _____

Date _____