

City Council

REGULAR MEETING AGENDA

Wednesday, March 4, 2020 – 6:30 pm

Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

1. Call to Order

	<u>Pages</u>
A. Pledge of Allegiance	
B. Roll Call	
C. Proclamation Honoring Breck's Girls Hockey Championship Team	3-4
D. Annual CCX Media Presentation	5
E. Proclamation Opposing Practice of Conversion Therapy	6-8

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 – February 18, 2020	9-13
B. Approval of City Check Register	14
C. Licenses:	
1. Approve General License – Fireworks Sales	15
D. Minutes of Boards and Commissions:	
1. Planning Commission – February 10, 2020	16-24
2. Rising TIDES Task Force – January 14, 2020	25-27
3. Environmental Commission – January 27, 2020	28-33
4. Bassett Creek Watershed Management Commission – January 16, 2020	34-38
E. Approval of Bids, Quotes and Contracts:	
1. Authorize Contract for 2020 Brush Pick-Up Program	39-51
F. Support Legislation Authorizing the Collection Infrastructure Development Fees 20-19	52-55
G. Support Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site 20-20	56-58
H. Authorize Agreement for DeCola Ponds E & F Flood Mitigation Planning	59-73
I. Appointment to the Human Rights Commission	74

4. Public Hearing

5. Old Business



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.



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



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

1. C. Proclamation Honoring Breck's Girls Hockey Championship Team

Prepared By

Tim Cruikshank, City Manager

Summary

The Breck Mustangs Girls Hockey team advanced to the State Tournament and won the Class A State Title. Representatives from the Breck School will be in attendance to accept the Proclamation.

Attachment:

- Proclamation Honoring Breck's Girls Hockey Championship Team (1 page)



CITY OF GOLDEN VALLEY

**PROCLAMATION HONORING BRECK'S GIRLS
HOCKEY CHAMPIONSHIP TEAM**

WHEREAS, Breck School is a distinguished and valued part of the Golden Valley Community; and

WHEREAS, the Breck Girls Hockey Team (Mustangs) finished their regular season with the IMAC Conference Title and Section 5A Championship; and

WHEREAS, the Mustangs advanced to the State Tournament and won the Class A State Title, outscoring their opponents 23-2; and

WHEREAS, this is the third consecutive state championship for the Mustangs;
and

WHEREAS, this year's Breck Girls Hockey Team included the state's best hockey player, named the 2020 Ms. Hockey by the Minnesota Hockey Coaches Association; and

NOW THEREFORE, LET IT BE RESOLVED that the Mayor and City Council of the City of Golden Valley hereby congratulate the school, team, coaches and families on this tremendous "hat trick."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Golden Valley to be affixed this 4th day of March, 2020.

Shepard M. Harris, Mayor



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

1. D. Annual CCX Media Presentation

Prepared By

Tim Cruikshank, City Manager

Summary

Mike Johnson, Executive Director of CCX Media will be in attendance to present the Council with a year-end update from CCX Media.

Financial Or Budget Consideration

Not applicable



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

1. E. Proclamation Opposing the Practice of Conversion Therapy

Prepared By

Tim Cruikshank, City Manager

Summary

At its annual strategic planning session on January 29, 2020, the City Council directed staff to prepare the attached proclamation opposing the practice of conversion therapy in the City.

Attachment:

- Proclamation Opposing the Practice of Conversion Therapy (2 pages)



CITY OF GOLDEN VALLEY

PROCLAMATION OPPOSING THE PRACTICE OF CONVERSION THERAPY

WHEREAS, conversion therapy or reparative therapy is a practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender; and

WHEREAS, conversion therapy is based on the discredited premise that being lesbian, gay, bisexual, transgender, or queer (LGBTQ+) is a mental disorder that can be cured or corrected; and

WHEREAS, the American Medical Association and American Psychiatric Association oppose treatment based on the assumptions that homosexuality is a mental disorder or that a person should change their sexual orientation, and describe attempts to change a person's sexual orientation as unethical; and

WHEREAS, medical, mental health, and child welfare experts have denounced conversion therapy as ineffective, unreliable, and unsafe for the people who undergo such treatment, including LGBTQ+ people; and

WHEREAS, conversion therapy has been shown to cause serious and dangerous harms to those who are subjected to such treatments, including depression, anxiety, increased suicidal behaviors, lowered self-esteem, internalized homophobia, self-blame, intrusive imagery, sexual dysfunction, and interpersonal harm, such as alienation, loneliness, social isolation, interference with intimate relationships and loss of social supports; and

WHEREAS, LGBTQ+ people must be free from ineffective and fraudulent conversion therapy that causes harm to mental health and well-being; and

WHEREAS, the State of Minnesota regulates and licenses behavioral and mental health professionals but has so far not addressed the serious issue of conversion therapy; and

WHEREAS, 20 U.S. states, two territories, and 67 municipalities have enacted legislation banning the practice of conversion therapy; and

WHEREAS, the City of Golden Valley believes the practice of conversion therapy is an ineffective and harmful practice that has no place in modern society.

BE IT RESOLVED by the City Council of the City of Golden Valley that:

1. The practice of conversion therapy is not welcome in the City of Golden Valley.
2. The City of Golden Valley Supports the State Legislature banning the practice of conversion therapy in the state of Minnesota.

3. The City of Golden Valley asks the public to notify the City if they are aware of conversion therapy being practiced in Golden Valley so that it may be documented and aggregate information may be provided to the Minnesota legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Golden Valley to be affixed this 4th day of March, 2020.

Shepard M. Harris, Mayor

City Council

REGULAR MEETING MINUTES

February 18, 2020 – 6:30 pm

Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

1. Call to Order

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

1A. Pledge of Allegiance

1B. Roll Call

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

Absent: Council Member Larry Fonnest

Staff present: City Manager Cruikshank and City Clerk Luedke

1C. 2019 Annual Police Department Report

Chief Sturgis presented the Police Department's 2019 Annual Report which included the 2019 crime statistics and answered questions from Council.

2. Additions and Corrections to Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to approve the agenda of February 18, 2020, as submitted and the motion carried.

3. Approval of Consent Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to approve the consent agenda of February 18, 2020, as revised removal of 3G-Appointments to Board and Commission and Rising TIDES Task Force and the motion carried.

3A. Approval of Minutes:

3A1. Council/Manager Meeting – January 14, 2020

3A2. Council Strategic Planning Session – January 29, 2020

3A3. City Council Meeting – February 4, 2020

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

3C. Licenses:

3C1. Approve a temporary on-sale liquor license for The Loppet Foundation for their event at 1221 Theodore Wirth Parkway on March 14 through March 17, 2020.

3C2. Receive and file the gambling license exemption and approve the waiver of notice requirement for Chesterbird American Legion Post 523.

3D. Minutes of the Boards and Commissions:

3D1. Planning Commission – January 13 and January 27, 2020

3D2. Open Space and Recreation Commission – November 25 and December 16, 2019

3D3. Civil Service Commission – January 21, 2020

3D4. Human Services Commission – January 13, 2020

3. Approval of Consent Agenda - continued

3E. Approval of Bids, Quotes and Contracts:

- 3E1. Authorize the Mayor and City Manager to execute the Subscription Agreement with between Cartegraph Systems, LLC and the City of Golden Valley in the form approved by the City Attorney for the next three years for a total of \$130,164.49.
- 3E2. Authorize the Mayor and City Manager to execute the Small Enterprise Agreement with Esri and the City of Golden Valley in the form approved by the City Attorney for the next three years for a total of \$75,000.
- 3E3. Authorize the Mayor and City Manager to execute 2020 Amendment to the 2018 Restoration and Maintenance of Naïve Plant Communities with Minnesota Native Landscapes, Incorporated.
- 3E4. Authorize the Mayor and City Manager to execute the Mill and Overlay of 26th Avenue North Cooperative Agreement with the City of Robbinsdale in the form approved by the City Attorney in the amount of \$31,527.77.
- 3E5. Approved contract with M.B.E., Inc. for the hauling and disposal of fill.

3F. Approve the 2019 Pay Equity Report.

~~**3G. Appointments to Board/Commission and Rising TIDES Task Force.**~~

3H. Approve extension until August 17, 2020, to record the plat for the Anderson Addition.

3I. Receive and file the Northwest Crossing/Bottineau Development Guide.

3J. Adopt **Resolution 20-18, amending the Proclamation, Resolution and Letter of Support Policy.**

3. Items Removed From the Consent Agenda:

3G. Appointments to Board/Commission and Rising TIDES Task Force

Council Member Rosenquist said the Council interviewed Boards and Commissions candidates for open positions before the City Council meeting.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the following Board and Commission and Task Force appointments and the motion carried.

Open Space & Recreation Commission

Linden Weiswerda 1 year - expires 5/1/2021

Human Services Commission

Kelly House 1 year - expires 5/1/2022

Rising TIDES Task Force

Fartun Hassein Myat Thanda Tun

Alexander Moreno

4. Public Hearing

4A. Public Hearing – Ordinance 677 – Amend Conditional Use Permit (CU-119) Modifying the Condition Regarding the Use of Boone Avenue North

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

Mayor Harris opened the public hearing.

4A. Public Hearing – Ordinance 677 – Amend Conditional Use Permit - continued

Ms. Christine Eid, the attorney representing the applicant, provided information regarding the amendment request. She thanked the Planning Commission and city staff for their work on the amendment. She also provided information on the applicant, Health Care Plus, and the clientele that use their adult daycare facilities. She said when the Conditional Use Permit was first granted in 2007 that the drop-off/pick-up was allowed on the east side of Boone Avenue and she requested that the City allow the business to do what was allowed in the past.

Mayor Harris closed the public hearing.

There was Council discussion regarding the proposed amendment to the Conditional Use Permit for Boone Avenue North.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to adopt **Ordinance #677**, approval of Conditional Use Permit 119, Amendment #4, modifying the condition regarding the use of Boone Avenue North. Upon a vote being taken, the following voted in favor of: Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none; the following was absent: Larry Fonnest and the motion carried.

4B. Public Hearing – Ordinance 678 – Rezone I-394 Mixed Use Properties to Mixed Use, Commercial, Office, Medium Density Residential, High Density Residential, and Institutional

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

Mayor Harris opened the public hearing.

Ms. Wendy Johnson Scheie, 360 Brunswick Avenue, said she was trying to understand what the proposed changes are.

Mr. Mark Bass, 170 Oregon Avenue, asked what was going to be built behind his house because he was concerned about people looking into his backyard and house and increased traffic in the area. He said he has had construction in his neighborhood for over 3 and ½ years.

Mr. Sherwood Malamud, a member of the Golden Valley Affordable Housing Coalition, said he do not attend tonight's meeting to discuss the rezoning issues but to remind the Council that Golden Valley needs affordable housing and he felt that this was a good area that affordable housing would be possible.

Mr. Jamie Heilicher said he owns commercial properties in Golden Valley and part of them are located in the proposed change area. He asked with the changes would entail because he is trying to understand how it would effort his property so that he can work with their current tenants as far as what do the changes mean to them.

Mr. Harold Berman, 601 Radisson Road, said he has a question on the effect of this change would have on the City's Finances and would there be a different tax rate that would benefit the City.

4B. Public Hearing – Ordinance 678 – Rezone I-394 Mixed Use Properties - continued

Ms. Ruth Paradise, 8515 Duluth Street, said she was also a part of the housing coalition. She said that this was a unique opportunity to add affordable housing and may be a good location for added transportation options. She said the City needs to provide homes for the younger generation.

Mayor Harris closed the public hearing.

There was Council discussion regarding the Rezoning of the I-394 Mixed Use Properties.

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to adopt **Ordinance #678**, Rezoning All Properties in the I-394 Corridor Zoned I-394 Mixed Use to Mixed Use, Commercial, Office, Medium Density Residential, High Density Residential, and Institutional Zoning Districts. Upon a vote being taken, the following voted in favor of: Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none; the following was absent: Larry Fonnest and the motion carried.

5. Old Business

6. New Business

6A. Review of Council Calendar

Some Council Members may attend the Bike Lane Open House on February 19, 2020, from 3 pm to 7 pm in the Council Chambers.

Some Council Members may attend the Bottineau Community Feedback Sessions on February 19 and 20, 2020, at 6 pm at the Brooklyn Park City Hall located at 5200 85th Avenue and the Robbinsdale City Hall located at 4100 Lakeview Avenue.

Some Council Members may attend the KORT Sign Design Open House on February 21, 2020, from 4 pm to 6 pm at KORT Sign Design located at 701 Decatur Avenue, Suite 204.

Some Council Members may attend the Hopkins High School Orchestra Concert on February 21, 2020, at 7:30 pm at Hopkins high school located at 2400 Lindbergh Drive, Minnetonka.

Some Council Members may attend the Hopkins Education Foundation “Royal Bash 2020” on February 22, 2020, at 6 pm at Marriott Southwest located at 5801 Opus Parkway, Minnetonka.

Some Council Members may attend the Bassett Creek Trail Second Open House on February 24, 2020, from 4:30 to 6:30 pm at King of Grace Lutheran Church located at 6000 Duluth Street.

The 2020 Precinct Caucuses will be on February 25, 2020.

A Joint Meeting of the Council and Boards Commissioners will be on February 26, 2020, from 6 to 8 pm at Brookview located at 316 Brookview Parkway.

Some Council Members may attend the Bottineau Community Feedback Sessions on February 27, 2020, at 6 pm at the Harrison Recreation Center located at 503 North Irving Avenue, Minneapolis.

6A. Review of Council Calendar - continued

Some Council Members may attend the Bassett Creek Lagoon Dredging Project Open House on February 27, 2020, from 6 to 7:30 pm at the U of M Urban Research & Outreach Center located at 2001 Plymouth Avenue, Minneapolis.

Some Council Members may attend the Golden Valley Business Council on February 27, 2020, at 7:30 pm at Brookview located at 316 Brookview Parkway.

The Presidential Nomination Primary will be on March 3, 2020.

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

The State of the City will be on March 6, 2020, at 10:30 am at New Bohemia located at 8040 Olson Memorial Highway.

The 2020 Rising TIDES Forum will be held on March 11, 2020, from 5:30 to 7:30 pm at Brookview located at 316 Brookview Parkway.

6B. Mayor and Council Communication

Council Member Harris invited residents to attend his listening session on February 22, 2020, from 9 to 11 am at Lunds and Byerlys in Golden Valley to share their feedback.

Mayor Harris said there was some mis-communication regarding the dog leash ordinance. He said on the City's website was an on-line survey for residents to complete and give their feedback, then staff will provide the information to the Council and a public hearing will be held on April 7, 2020. He also thanked Park and Recreation staff for the comedy event that occurred over the weekend.

Council Member Sanberg said that she went pub curling at Brookview over the weekend with her family and that it was a great family event.

Council Member Rosenquist said April 1st was Census Day and added that this was very important to the school districts.

7. Adjourn

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg and the motion carried to adjourn the meeting at 8:28 pm.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Administrative Services

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

3. B. Approval of City Check Register

Prepared By

Sue Virnig, Finance Director

Summary

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

Financial Or Budget Considerations

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

Recommended Action

Motion to authorize the payment of the bills as submitted.

Supporting Documents

Document is located on city website at the following location:

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

The check register for approval:

- 02/21/20 Check Register



EXECUTIVE SUMMARY

Fire

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

Golden Valley City Council Meeting
March 4, 2020

Agenda Item

3. C. 1. General Business Licenses - Fireworks Sales

Prepared By

Ted Massicotte, Deputy Fire Chief
Jill Lund, Administrative Assistant

Summary

The following establishment has applied for renewal of their fireworks sales license for the 2020-2021 license term. The applicant has met City Code requirements for the renewal of their license and staff is recommending approval.

Menard's	Fireworks Sales	\$100.00
6800 Wayzata Boulevard		

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to authorize the renewal of the above fireworks sales license for a period of May 1, 2020 through April 31, 2021.

Planning Commission

January 27, 2020 – 7 pm
Council Chambers
Golden Valley City Hall
7800 Golden Valley Road

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order at 7 pm by Chair Blum

Roll Call

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

Commissioners absent:

Staff present: Planning Manager Jason Zimmerman and Planner Myles Campbell

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

MOTION made by Segelbaum, seconded by Baker to approve the agenda of January 27, 2020, as submitted and the motion carried unanimously.

3. Approval of Minutes

Chair Blum, asked for a motion to approve the minutes from January 13, 2020.

Commissioner Johnson requested an edit to page six when he referenced the bylaws for the Planning Commission, the perceived direction of the group, and the environmental exception. As a result, there was a consensus to strike the following section from the January 13th, 2020 minutes:

Zimmerman mentioned the zoning chapter in the city code creates an overlap in responsibility as it states:

Sec. 113-2. - Purpose.

The purpose of this chapter is to regulate land use within the City, including the location, size, use, and height of buildings, the arrangement of buildings on lots, and the density of population within the City for the purpose of promoting the health, safety, order, convenience, and general welfare of all citizens of the City.

Therefore, this topic is relatable to the Planning Commission as defined by Sec. 113-2.

Johnson requested an edit to page five, within the tobacco ordinance item. **Johnson** requested adding to public record his vocalization that adding draft language and edits of an ordinance was not relevant to



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.



the Planning Commission but that the final language was. Johnson restated that he disagreed with providing the draft language as that is policy related and not Planning Commission related. As a result, the following section was added for clarity:

Commissioner Johnson asked if the City has already approved licensing changes related to tobacco sales and Campbell responded affirmatively and reminded the commissioners the information is in their agenda packet. Based on the fact that the license and ordinance changes were approved, Johnson asked why the redlined draft document was presented to the Planning Commission. Campbell responded that he added the draft so the commissioners could see what the old language was and what the new approved language is. He expanded that the Planning Commission is not approving any language changes in the licensing or the ordinance. Johnson made a final comment that the group was not presently discussing the changes in the ordinance or the licensing requirements.

MOTION made by Commissioner Brookins, seconded by Commissioner Pockl to approve the January 13, 2019, minutes after edits and the motion carried.

4. Continued Informal Public Hearing – CUP Amendment

Applicant: Health Care Plus, Inc.
Address: 800 Boone Avenue North
Purpose: To modify an existing condition that limits the use of Boone Ave for loading, unloading, and parking of buses and vans

Jason Zimmerman, Planning Manager, reminded the Commission that the following presentation and conversation is a continuation of one started in December 2019. By way of background, the operators are requesting an amendment to the current CUP in order to modify a condition that prohibits the use of Boone Ave for loading, unloading, and parking of vehicles related to the adult day care business. This amendment to the CUP occurred in 2018, due to safety concerns, and required loading, unloading, and parking of vans and buses to take place in the parking lot.

Zimmerman continued that after a tour and conversations, the applicant has stressed the need for Boone Ave access to continue due to restrictions imposed by the parking lot and the building access point from the lot. The applicant has indicated that 26 buses/vans arrive on Boone Avenue in the morning over a period of about an hour (7:50 am to 8:55 am). The timing is staggered so that only two vehicles arrive at a time; it takes 5-10 minutes to unload each vehicle. In the afternoon, 20 buses/vans arrive between 1:40 and 2:45 pm to pick up clients. During the day, approximately 8 vehicles depart and return between the hours of 10:00 am and 12:30 pm; in the summer, additional field trips occur between 10:00 am and 1:30 pm. Each of these individual trips require a bus or van to be parked on Boone Avenue for approximately 30 minutes.

After laying out zoning and engineering considerations, **Zimmerman** stated staff supports the request to continue loading and unloading on the east side of Boone Ave, with the caveat that future restrictions may be imposed in light of the pending conversation around on-street bicycle lanes. In 2020 it is likely

parking will be removed from Boone because on-street bike lanes will be added and staff believes it's advantageous to the applicant to plan for an area to load/unload on site.

Based on the findings, staff recommends approval of the amended CUP, subject to the following conditions:

1. The adult day care shall be limited to 350 clients, as specified by the Minnesota Department of Human Services license issued August 1, 2019.
2. All necessary licenses obtained by the Minnesota Department of Human Services and the Minnesota Department of Health shall be kept current.
3. The hours of normal operation for the adult day care shall be from 7 am to 5:30 pm, Monday thru Friday.
4. The adult day care facilities shall not be used for any activities that are not permitted in the Zoning Code.
5. Subject to any additional posted traffic regulations, all vans and buses shall be loaded and unloaded along the east side of Boone Avenue. No vans or buses shall be loaded, unloaded, or parked along the west side of Boone Avenue. No vans or buses may be parked in the angled parking stalls or in the first 21 perpendicular stalls located south of the building along the drive aisle.
6. No alcohol shall be served or distributed on-site without first obtaining the proper license or permit.
7. All outdoor trash and recycling containers shall be screened in a manner acceptable to the Physical Development Department.
8. The applicant shall provide an on-site bicycle rack allowing parking for a minimum of five bicycles.
9. The requirements found in the memo to Mark Grimes, Director of Planning and Zoning, from Ed Anderson, Deputy Fire Marshal, and dated May 17, 2011, shall become a part of these requirements.
10. This approval is subject to all other state, federal, and local ordinances, regulations, or laws with authority over this development.

Failure to comply with one of more of the above conditions shall be grounds for revocation of the CUP.

Commissioner Baker asked when the CUP amendment with the modified condition regarding loading and unloading was added. **Zimmerman** responded in October/November of 2018. **Baker** followed up with asking if staff now thought that amendment was a mistake. **Zimmerman** responded that in 2018 staff recommended limiting loading and unloading to the east side of Boone and the Commission adopted the broader parking lot restriction. **Baker** reiterated his question and **Zimmerman** responded in the affirmative and without findings of a safety issue, staff recommends approval of the current amendment.

Commissioner Segelbaum mentioned previous confusion on if the applicant was the business owner or the property owner. He followed up by asking if the CUP should more clearly state which owner is responsible for the conditions. **Zimmerman** responded that in a situation where a building has multiple

tenants, either the property or business owner can apply. Both the property owner and the operator are present for the CUP Amendment agenda item.

Zimmerman continued on to specific conditions mentioned by the commissioner and gave examples of amended word choices to assist in clarification.

Segelbaum followed up by asking if the operator were to leave, would the CUP follow the operator or the property. **Zimmerman** stated that the CUP is filed with the county so it'll stay at the property. In the event that there is a violation, the property owner is responsible.

If the business owner is the one to apply for a CUP, then the property owner signs it, stating acknowledgement. Therefore either entity can apply but the property owner is responsible for violations to the CUP.

The discussion continued into the cap for the number of clients at the facility and who determines that number. Staff reminded the commissioners that previous conditions stated the Department of Human Services would determine that client cap as they're issuing the operating license. The cap on the operator's current license is 350 clients; staff said they hadn't considered reducing that cap to then create the city's own limit, but rather looked into further enforcing the current cap. This conversation evolved to addressing the operating hours; the city's condition is a weekday window of 7:30-5:30 and the operator is choosing to operate from 8-4:30 weekdays.

Chair Blum invited the applicant and operator to make comments.

Christine Eid, attorney on behalf of Healthcare Plus, introduced herself and then introduced Inessa Marinov from Healthcare Plus, and Randy Engel, the architect for the same company. **Eid** reminded the commissioners that they were before the Commission in December 2019 and after a series of poignant questions raised, they accepted a continuance to collect the necessary information to reappear. **Eid** thanked staff for their work through this process and the report presented before the Commission. **Eid** went on to address the discussed violation to the CUP granted in 2007 to allow for an adult daycare facility in the 800 Boone Ave building. **Eid** went on to read Golden Valley City Code as it pertains to adult daycare facilities and concluded that all clients at this operation qualify without further evaluation. Part of the daily accommodations include providing the most accessible and shortest path from the buses to their daily activities. This accommodation necessitates utilizing the east side of Boone for bus drop offs and pick-ups.

Eid went on to address the violation to the CUP granted in 2007. This was not an operator violation, but lead to an amendment in 2018 to prohibit drop-off/pick-up on the east side of Boone, which did directly and negatively impact the operator. **Eid** addressed the conditions listed in the staff presentation and their team agrees to work with city staff and the planning commission to cap the cliental at 350. The team would like to amend condition number five due to its broad nature and would like to participate in conversations with the city to ensure a bike lane may co-exist with regular drop-offs and pick-ups.

Randy Engel, Healthcare Plus Architect, presented a map of the 800 Boone building and listed minimal physical characteristics for an adult day care facility. **Engel** elaborated on the building structure and its split between businesses, he added that not every door to the building equates direct access to Healthcare Plus. **Engel** went on to explain the space requirements to accommodate the current cliental as well as the space options already considered by the operator in order to accommodate future possible clients.

Commissioner Segelbaum asked if the team has discussed edits to the fifth condition with city staff and how they concluded the line item “Subject to any additional posted traffic regulations,” meant removal of vehicle access due to a bike lane. **Eid** responded that while she doesn’t specifically know that is what it means, she understands a bike lane on Boone is being discussed and would like her team to be part of that conversation. **Eid** went on to state that she knows the City has full right to the right of way but currently she would like to see that condition item be silent.

Commissioner Brookins asked what the future intent is for the number of people being served. The operator responded that the intent is to serve the cap number of people, per the license granted by the Department of Human Services. The company has the staff, space, and met requirements to meet the needs to serve 350 people. Currently the organization serves 241 clients.

Blum noted that the required public hearing for this item occurred in December of 2019 and at the time of this meeting, attendees of the meeting consisted of: City staff, Commissioners, Applicant and team, and City Council Member. **Segelbaum** made a motion to open the floor for a public hearing and at 8:19 pm, **Chair Blum** formally opened the floor for a public hearing. No comments were made and the hearing was closed.

Segelbaum commented that originally tabling this item was so the applicant and City staff could come to a compromise. He believes the applicant has a point about the condition they addressed and commented that the City Attorney may be the best person to address it. With that in mind, **Segelbaum** believes it may be premature for the Planning Commission to address the agenda item. Baker and Brookins echoed Segelbaum. **Segelbaum** asked for the time limit on responding to the applicant and **Zimmerman** responded that it needed to be to City Council by February 22nd or the applicant would need to agree to an extension in writing. **Brookins** commented that he’d like to make a determination today and that will give staff time to make recommendations when this item is presented to City Council. **Commissioner Pockl** echoed this statement. **Commissioner Baker** commented that putting a transition plan in place for the applicant when a bike lane occurs may be beneficial.

The conversation continued on to the possibility of capping the clients at a number below the cap provided by the MN Dept. of Human Services. Concerns about this Commission’s authority to override the Dept. of Health’s client cap was raised. **Commissioner Sadeghi** pointed out that the concern for this committee was traffic related and therefore instead of capping the client number, could client transportation be reconfigured so the number of drop-offs could be capped. Staff replied that it’s possible but there is concern about who would enforce that cap on vehicles.

This conversation moved on to condition five, as addressed by the applicant. The applicant/operator chimed in and added that during the architect’s presentation, he showed that open space for new clients is in the back of the building. Therefore, any addition of clients, will be loaded and unloaded in the parking lot by way of following the operator’s policy of providing the most accessible and shortest path from the buses to their daily activities. An increase in clients will not cause a direct impact on Boone Ave. **Blum** stated that based on the drawing provided, it appears the capacity will increase in the front of the building, directly accessible by Boone Ave.

Commissioner Johnson stated that according to the Secretary of State Website, all the organizations in 800 Boone Ave are related to one another. Because of that, it's disingenuous for the applicant to assert that there's nothing to be done, internally, to accommodate the conditions. **Johnson** added that it seems within the purview of the Planning Commission to discuss condition five and if the City Attorney determines that's inaccurate, then the Commission should be given a finding to support that.

Zimmerman asked the Commission to address the two questions posed:

1. If the Commission was interested in amending the condition to allow or not allow use of the east side of Boone for loading and unloading.
2. Regardless of that choice, is there any consideration for a cap on the number of clients to be served, even if it's lower than the current number of clients allowed on their residence.

Regardless of the choice there should be reasonable findings to support the decision.

Baker stated he's opposed to revising condition five as requested by the applicant. **Blum** is concerned about loading and unloading on the west side of the street, crossing the street for this client is inherently dangerous. It's reasonable to restrict loading/unloading to the east side of the street. **Pockl** echoed Blum's statement and added that the loading/unloading may occur on the street but to encourage use of the parking lot.

Commissioners continued their conversation on if they should cap the number of clients aside from the current DHS license the applicant holds. The conversation moved back to the impact of loading and unloading of vehicles on Boone and what the impact of the city is and evolved on to if a traffic study would help create a solution. **Pockl** circled back to the original recommendation and stated that the commission still hasn't shown findings to support forbidding loading/unloading on Boone. **Brookins** added that car dealerships are not allowed to load and unload on the street in front of the business. **Blum** noted a parking restriction on Boone based on its proximity to Hwy 55 is reasonable.

MOTION made by **Baker**, to accept the recommendations of city staff with the exception that condition five is not included; to prohibit loading and unloading on Boone. Motion was seconded by **Brookins**, with an amendment to return some language from the 2007 CUP regarding client numbers to be determined by DHS and approved by the City. **Brookins** suggested that cap be determined at 350. **Baker** accepted that amendment to his motion. **Zimmerman** added that the commission can't strike condition five but can choose to not accept the amended language to condition five.

Johnson suggested to remove the first sentence in the condition and change no parking on the west side of Boone to say entirety of Boone. **Baker** withdrew his motion. **Blum** asked for a new motion.

MOTION made by **Johnson** to accept the recommendations made by staff, regarding the CUP, with the exception of condition 5, to then look like this:

5. ~~Subject to any additional posted traffic regulations, all vans and buses shall be loaded and unloaded along the east side of Boone Avenue.~~ No vans or buses shall be loaded, unloaded, or parked along the ~~west side~~ entirety of Boone Avenue. No vans or buses

may be parked in the angled parking stalls or in the first 21 perpendicular stalls located south of the building along the drive aisle.

Brookins seconded this motion. Approval of the motion went to vote and was failed 3-4.

Ayes: Baker, Brookins, Johnson

Nays: Blum, Pockl, Sadeghi, Segelbaum

Based on that denial, **Blum** asked for a further motion.

MOTION made by **Blum** to accept staff recommendation and approve the CUP application and to not amend condition 1 but to amend condition 2 to replace the word “by” with “from”. Condition five is accepted with edits, so condition five reads:

5. Subject to any additional posted traffic regulations, all vans and buses ~~shall~~ **may** be loaded and unloaded along the east side of Boone Avenue. No vans or buses shall be loaded, unloaded, or parked along the west side of Boone Avenue. No vans or buses may be parked in the angled parking stalls, ~~or~~ in the first 21 perpendicular stalls located south of the building along the drive aisle, **or on the east side of Boone Ave.**

Segelbaum seconded this motion and the motion was approved 4-3.

Ayes: Blum, Pockl, Sadeghi, Segelbaum

Nays: Baker, Brookins, Johnson

Zimmerman stated the February 18th City Council meeting will receive this information.

5. DISCUSSION – Narrow Lots

Jason Zimmerman, Planning Manager, presented a summary of the public forum held at Golden Valley City Hall, on January 16th, 2020.

Zimmerman listed the specific items City Council directed to the Planning Commission.

- Investigate possible modifications to the City Code for narrow lot development
- Focus on lots 50’ wide or less but note ideas that might apply more broadly
- Involve outside experts – realtors, architects, and builders
- Solicit resident feedback
- Aim to bring forward recommendations before the spring building season

Zimmerman followed with a list of items already addressed and presented the Commission with a revised timeline of events. City Council will hold a public hearing on this topic on April 7th.

Public Forum Summary:

- Divided into three parts
 1. Overview of study
 2. Small group discussion
 - a. City Staff provided a few questions as conversation starters.
 3. Large group report out and Q&A
 - a. Commonly raised issues revolved around height restrictions, setbacks, impact on residents, green space and trees.

Next steps include addressing non-zoning regulations and policy questions that arose at the meeting and looking at the purview of the BZA for variances to ensure consistency.

Commissioner Baker commented that height restrictions and the resulted shading of neighbors seems to be a top concern. **Baker** revisited the comments from a local builder on the public forum panel who suggested height restriction were possible while introducing dormers for space. **Baker** stated that it seems possible to find a solution that won't restrict the purchase of and building on narrow lots while also ensuring quality of life for neighboring residents. **Commissioner Pockl** echoed this statement and asked staff for optional solutions versus the Commission inventing their own ideas for solutions. **Zimmerman** presented a list of such options.

- Develop language around incentivizing reduction in height in exchange for dormer space
- Increase some side yard setbacks
- Lower maximum lot coverage and/or impervious percentages to preserve open space
- Eliminate two stall garage requirements similar to R2 single-family zoning regulations
- Reduce existing secondary front yard setbacks on corner lots in order to eliminate need for variances

Baker mentioned the desire to require the preservation of old trees in conjunction with developments. **Pockl** asked how many houses on narrow lots have alley access and what the process to construct an alley is. **Zimmerman** responded he can provide that information but that public and builder feedback shies away from creating alleys. **Chair Blum** stated that bringing BZA into alignment with resident preferences is a priority. In conjunction, there are points to consider with comprehensive plan consistency, zoning elements, and essential character elements that are all reflected in City ordinances. **Blum** stated that the setback consideration he's gravitating towards are larger than historically seen: 10 ft setbacks on a 40 ft wide lot. This considerations seems consistent with resident feedback while setting the city up for flexibility in development in the future. **Blum** continued that while incentivizing houses to reduce height is reasonable, he suggests incentives to reduce tax parcel division of larger lots all together. **Commissioner Brookins** stated that he thinks the setbacks are satisfactory but that the focus should be height requirements, building envelope, and neighborhood character preservation. **Commissioner Segelbaum** stated the need for precise language and the clear differentiation between subdivision and tax parcel division.

Television portion of the meeting concluded at 10:06pm

--Short Recess--

house and why the larger setbacks were to the south and east. This seems to cause more shadowing to neighbors. **Zimmerman** responded that the setbacks have been instated for decades and he hasn't yet uncovered documentation to understand the why behind the decision. Circling back to Segelbaum's point about the 60-65 foot lots, **Zimmerman** stated that the setback changes discussed, don't impact those lots. Once the conversation moves to height and the building envelope, then maybe setbacks can come back in to the equation. **Zimmerman** asked if the current setbacks on the 50-65 foot lots are satisfactory: the majority chimed in affirmatively, **Blum** responded that he would increase those setbacks as well.

Sadeghi requested shifting the conversation to height requirements. **Baker** added that the conversation will be iterative, and he believes the height conversation will lead into another setback conversation.

Zimmerman asked about articulation and **Baker** responded that he felt it was better to articulate in than out. **Zimmerman** followed up with corner lot setbacks and suggested they were less of a concern in 50-60 foot lots but that becomes a greater issue on a 40 foot corner lot. The group decided to focus on 50-60 foot lots and after that determination, to move on to 40 foot lots.

Television portion of the meeting concluded at 9:06pm

--Short Recess--

6. Council Liaison Report

Councilmember Rosenquist provided an update to commissioners covering the most recent activities of the City Council as well as activities around the City. She detailed the Council's recent goal-setting session, the first for new Council Members **Kimberly Sanberg** and **Maurice Harris**. **Rosenquist** also gave a brief overview of the City's goals for the upcoming state legislative session.

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

No other reports were given.

8. Other Business

No other business was reported.

9. Adjournment

MOTION made by **Baker**, seconded by **Sadeghi** and the motion carried unanimously to adjourn the meeting at 9:42 PM.


Amie Kolesar, Planning Assistant


Adam Brookins, Secretary

Rising TIDES Task Force

REGULAR MEETING MINUTES

January 14, 2020 – 5:15 pm

Council Conference Room
Golden Valley City Hall
7800 Golden Valley Road

Call to Order

The meeting was called to order at 5:17 pm by Staff Liaison Kirsten Santelices.

Roll Call

Members present: Ajani Woodson, Ruth Paradise, Melissa Johnson, Brad Taylor-White, Amber Alexander, and Sheri Hixon (5:19 pm)

Members absent: Joelle Allen, and Sam Powers

Staff present: Kirsten Santelices, Human Resources Director and Rick Birno, Parks and Recreation Director

Introductions

New Task Force Member Brad Taylor-White shared a brief introduction and each Task Force Member introduced themselves.

Approval of Agenda

MOTION by Member Alexander to approve the agenda. Seconded by Member Paradise. Motion carried 6-0.

Approval of Minutes

MOTION by Member Alexander to approve the December 10, 2019 meeting minutes. Seconded by Member Johnson. Motion carried 6-0.

Open Forum Planning

Staff affirmed that Brookview facilities are reserved and the layout is planned the same as the previous forum. Staff shared that while the City cannot take on responsibility for children, it is possible to set up a "kid's area" so the community members can feel encouraged to attend with their children. The kid's area will be in the same room as the forum and monitored by their parents, with the help of a few task force members. The Task Force discussed language to use in advertising the forum as "kid friendly" and Member Alexander volunteered to send over some sample language used by her PTO. Staff asked if the Task Force wants to serve refreshments, and what the options might be. Most members agreed that the refreshments served at the October forum were sufficient. The Task Force discussed a sponsorship and partnership opportunity with the Minneapolis chapter of the NAACP. The sponsorship would include promotion of the open forum through their chapter social media and communications forums. Staff asked if there were other groups or organizations to consider asking as co-sponsors. One member asked if there is an opportunity for an organization to sponsor a particular topic with which their organization aligns. Members continued to discuss opportunities for co-sponsorship and staff encouraged the task force to share the forum with those same networks and offered any City support in those efforts.

Staff shared that the Mayor requested something to hand out at the Sweet Potato Comfort Pie event on Sunday. Staff shared that we can send the brochure, but asked if the Task Force wanted any other materials created. Member Alexander recommended that we attach a brightly colored “save the date” to the brochure. Sheri, Brad, Melissa, and Ruth offered to be a review committee of the save the date and brochure prior to the event on Sunday.

The group refocused the discussion on the topic of sponsorship/partnerships with other organizations. Members agreed that there are many advantages to having a partnership with an organization like the NAACP, and expanding the reach of the Task Force to increase participation in the forum. The group also agreed that the impact of such a partnership could result in the large participation of individuals outside of the Golden Valley community, and not necessarily reach the Golden Valley community members. Members decided to keep the event contained to Golden Valley at this time. Opting instead to explore potential partnerships with organizations like the NAACP to promote educational events (like “how to conduct business with the City” or “how to respond to an RFP”). Additionally, the group has interest in a partnership that will provoke additional idea generation after a learning session (on any given topic). The Task Force would also like to invite a leader from some of the organizations to sit in on the open forum.

The group discussed how to encourage participation in the open forums, including appealing to individuals’ desires to make an impact, and potentially using language to include “new year resolutions” or “2020 purpose and investment in yourself.”

Members Paradise and Alexander volunteered to be on a subcommittee with Joelle to plan the upcoming open forum.

Topic Discussion: Ensuring Equity in City Programming, Services, and Facilities

Members Paradise and Johnson started the discussion by sharing with the group some potential barriers to securing event spaces, including cost, catering requirements, and transportation. Additionally, the advertising on the website creates a challenge for individuals to find spaces available in Golden Valley, rather than posting solely on the Parks and Recreation page.

The Task Force asked if there was a possibility for the City partner with other organizations or assess its existing spaces to allow individuals to access these places, with the City covering things like cost or insurance.

Additionally the group recommended diversifying opportunities for programming and services, including opening up programs currently offered only to seniors, expanding sports and recreation activities to include things like cricket and lacrosse, and varying music in the parks options and updating the City’s marketing materials and City website to show diverse populations.

Additional services that were proposed include; immigrant services, housing rights and tenants, “shopping smart” seminars, etc., helping people navigate in the community. Proposed doing some sort of survey to find out what people want to see in programming, but not just an online survey, and include door-knocking.

Members Paradise and Johnson shared that the website needs some updates to remove or somehow diminish old/outdated information.

The final question discussed is, how does the City ensure equity in services? There are so many services provided by the City, so how does one determine whether or not there is equity in the services provided. The group posed the question, “how do we find out?”

The group tabled the topic until the next meeting. Staff will send the document from Members Paradise and Johnson to the group.

Adjournment

MOTION by Member Hixon. Seconded by Member Woodson. Meeting adjourned at 6:17 pm.



Joelle Allen, Chair

ATTEST:



Kirsten Santelices, Human Resources Director

Environmental Commission

January 27, 2020 – 6:30 pm

Council Conference Room

Golden Valley City Hall

7800 Golden Valley Road

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order at 6:28 pm by Chair Seys.

2. Roll Call

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

Commissioners absent: None

Staff present: Eric Eckman, Environmental Resources Supervisor;
Drew Chirpich, Environmental Specialist;
Emma Pierson, MN GreenCorps Member;
Carrie Nelson, Administrative Assistant

3. Approval of Agenda

MOTION by Commissioner Hill, seconded by Commissioner Yahle to approve the agenda of January 27, 2020 with the following change: Switch items 5A and 5B under Old Business, and the motion carried.

4. Approval of November 25, 2019 Regular Meeting Minutes

MOTION by Commissioner Stremel, seconded by Commissioner Anderson to approve the minutes of November 25, 2019 as submitted and the motion carried.

5A. Partners in Energy update

Eric Eckman gave an update on the Partners in Energy program.

- Commission approved the City's participation in the Partner's in Energy Program with Xcel Energy in October.
- City Council approved applying for the Partners in Energy Program in December.
- An energy action plan will be developed over the next two years for residents and businesses.
- Application was completed and sent in in mid-January. We haven't heard back from Xcel yet but should by next meeting.
- If accepted in the program:
 - 6 months of plan development and understanding the goals of the community.
 - Moving forward with implementation with energy actions from residents and businesses.
 - This will include other programs such as Home Energy Squad and others that benefit residents and businesses, provide efficiencies, save money, and reduce electricity use.
 - Exploring how to incorporate energy reductions and electrification in the transportation sector.



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.



- Eric asked the Commission if one or two members would be interested in joining a community group that will be created for the planning phase of the Energy Action Plan to determine the goals and priorities of the community and refine what is in the Resilience and Sustainability Plan. The community group will also include staff members, business owners, multi-family apartment interests, school interests, and 1-2 planning commission members. The group would meet 3-5 times in the next year.
 - Commissioners Hill and Golanska expressed interest in serving on the community group.

5B. Organics Recycling Considerations

Emma Pierson gave an update on the organics matrix presented to the Commission at the November 2019 meeting to address comments and questions at the last meeting.

- SCORE funds are affected by participation. The higher the participation, the more the SCORE funding will be from the County. The funds can be used toward residential recycling related items.
- There are no grants for education however, the County does have the ability to provide speakers/education for recycling and organics and will work with the City to customize this. We will reach out to the County about having a staff person at a booth at the Farmer's Market to plan dates and what information will be at the table.
- Education Requirements
 - If opting for a licensing requirement:
 - Haulers will need to follow the Hennepin County Ordinance 13 Education Requirements Section 2: Subsection 2B
 - Regardless of which route we go:
 - Cities will follow Hennepin County Ordinance 13 Education Requirements Section 2: Subsection 3
- City Code Sec. 22-23 States: "Containers shall be stored no more than three feet from the primary or accessory structure and shall at all times be located behind the front of the primary structure."
- Participating in organics can help you reduce the size of your garbage container by diverting waste to an organics bin.
- Saint Louis Park: Curbside Organized 1.76% Contamination Minneapolis: Curbside Organized 0.47%-1.45% Contamination. Contamination rates change when outreach is done.
- Trash containers are taxed by sales price, which is determined by Haulers based on the volume of containers. County taxes 15.5% on trash and the State taxes 9.75% on trash. There are no taxes on recycling or organics recycling. If adding a separate organics bin to your property, there will be no additional tax to your hauling, and you may be able to reduce the size of your trash bin, in turn reducing taxes. If you are co-collecting in a durable bag system, there is no tax on the price to participate in the organics program, however, the volume of your trash bin will likely stay the same, causing no reduction in taxes, depending on the program.

- Timing depends upon what decision City Council makes and when. Must have curbside opportunity available by January 1, 2022.
- There is no specific data showing contamination differences between the durable bag vs. separate bin programs. While discussing options with haulers, some have mentioned a durable bag program is a risk; others like the program.
- In general, an organized system requires more staff time than an open system since issues will need to be addressed by a staff person.
- There are no known methods to provide more compost to those participating more in the organics program. There isn't a way to determine who participates more.
- Republic Services currently does a curbside pick-up in Fridley and will soon be in Richfield.
- Cities and haulers have been moving away from yard waste co-collection bin to separate bin collection because of certain challenges with the recipes at compost facilities.
- The only known co-collection system currently available is the blue bag program and they do have one consistent bag that is heavier duty than a standard, green, compostable bag.
- Minneapolis does their own compost pick-up. They have a separate cart so they can use a paper grocery bag or certified compostable bag. There is no limit to the amount of bags that go in the cart.

6A. Curbside Organics Program Draft Pros-Cons

The commission reviewed the draft pros-cons of different options included in the packet and recommended the following edits.

Organized 'All-In, Everyone Pays' Program (Cart):

'Pros' Changes:

- Change to 'Increases participation' i.e. SLP
- Change to *Resident* can use certified compostable bags or paper grocery bags

'Cons' Changes:

- Add – City manages so there will be additional staff time required
- Add – Resident must provide bags

Can either give a cart to every resident or only give a cart to residents who choose to participate. Maybe more people would participate if they get the cart.

Organized 'Opt-In' Program (cart)

'Pros' Changes:

- Change to *Resident* can use certified compostable bags or paper grocery bags

'Cons' Changes:

- Change to Lower participation is likely to avoid the cost, i.e. SLP
- Delete last three items.
- Add – City manages so there will be additional staff time required

License Requirements Organics Recycling Collection (Cart)

'Pros' Changes:

- Add from Cons column – Hauler is responsible for education
- Add - Less city staff time required
- Change to *Resident* can use certified compostable bags or paper grocery bags

'Cons' Changes:

- Delete second item
- Move Hauler is responsible for education to 'Pros'
- Add – City has less input on education
- Delete 6th item since it's a duplicate

License Requirements Organics Recycling Collection (Durable Bag Program)

- Add /Co-Collect to Durable Bag Program
- Can this work in the parks?
- Only Randy's offers this option at this time

'Pros' Changes:

- Add from Cons column – Hauler is responsible for education

'Cons' Changes:

- Add – City has less input on education

Staff will update the pros-cons list and present it for review and approval at the next meeting.

6B. SCORE Funding

Emma Pierson reviewed SCORE Funding. The money helps cities with any operational expenses of a recycling program. 50% of SCORE funding in 2020 will go toward recycling and 50% will go to organics. The amount of SCORE funding the city receives fluctuates based on the number of active participants in the City. An active participant is one who puts their bin out for collection at least once per month. The participation number is determined in September. An increase in SCORE funds could offset having to raise recycling rates. Golden Valley has about 7,000 household accounts.

6C. GreenStep Cities - City Hall Organics

Proposed Update #1:

MOTION by Commissioner Hill, seconded by Commissioner Galonska to approve Proposed Update of the Existing Entry of Best Practice 22, Action 1 with the following amendments:

- Include how education of the employees made a difference in participation.
- Include that Plastic Film Recycling was also added to the break room.

Proposed Update #2:

MOTION by Commissioner Stremel, seconded by Commissioner Yahle to approve Proposed Update of the Existing Entry of Best Practice 22, Action 2 with the following amendment:

- Add 'to every household' when talking about the bi-monthly newsletters being sent out.

Proposed Update #3:

MOTION by Commissioner Phelps, seconded by Commissioner Ramlet to approve Proposed Update of the Existing Entry of Best Practice 22, Action 5 with the following amendments:

- Change ‘there are currently 114 participating households’ to ‘In 2019 there were 114 participating households’.
- Change the last sentence to: In 2019, (2 out of 8) haulers reported 267.7 tons of yard waste was collected.

6D. 2020 Work Plan Ideas

Eckman reviewed the 2019 work plan (items complete and not yet complete) and engaged the Commission to offer ideas for the 2020 work plan. The 2020 draft work plan must be approved by the Commission by April to be considered by Council in May.

The Commission kept most unfinished items on the list and added new topics to consider:

- If accepted – Partners in Energy Program (Energy Action Plan)
 - Add private buildings energy benchmarking
- Reducing chemicals - look into salt use on roads; products used on weeds
- Look into options for maintaining the sidewalks in the winter – residents help clear them?
- Reducing single use plastics and styrofoam
- Update on Emerald Ash Borer – Possibly have Tim Teynor come talk – part of Natural Resources Management
- Downtown Redevelopment Study - Take opportunity to be a part of this planning process
- Climate Action Plan (GreenStep Cities as guide or separate plan?)
- Work with the Human Rights Commission on Climate Justice and Environmental Justice with a speaker on climate change or promoting community gardens and local food production – possible joint project and commission meeting.

6E. Program/Project Updates

- Staff recently met with the Garden Club and People for Pollinators group to share information about the upcoming plans for 2020. Consistent with the MOU executed last fall, the City will be promoting the Garden Club’s events and activities in a variety of ways in 2020. The Garden Club website is <https://gvgardenclub.com> and the Facebook page is <https://www.facebook.com/Peopleforpollinatorsgoldenvalley/>.
- The Board of Water and Soil Resources has a program called “Lawns to Legumes” that will reimburse people to convert portions of their lawn to pollinator habitat. The link to the program website is: <https://bwsr.state.mn.us/l2l> . The Metro Area is the highest priority for the program, and the application deadline is February 28th, 2020.

6F. Council Updates

None

6G. Other Business

Bike/Ped Task Force has been dissolved. Bike/Ped will now fall under open space. Consider adding bike/ped involvement to the work plan.

7. Adjournment

MOTION by Commissioner Ramlet, seconded by Commissioner Stremel to adjourn the meeting at 8:33pm and the motion carried.

ATTEST:

Carrie Nelson, Administrative Assistant

Scott Seys, Chair



Bassett Creek Watershed Management Commission

**Minutes of Regular Meeting
Thursday, January 16, 2020
8:30 a.m.**

Golden Valley City Hall, Golden Valley MN

1. CALL TO ORDER and ROLL CALL

On Thursday, January 16, 2020 at 8:39 a.m. in the Council Conference Room at Golden Valley City Hall (7800 Golden Valley Rd.), Vice Chair Welch called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order.

Commissioners and city staff present:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	Mark Ray
Golden Valley	Stacy Harwell (Treasurer)	Jane McDonald Black	Drew Chirpich
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	Shahram Missaghi, Liz Stout
Minnetonka	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
New Hope	<i>Absent</i>	Patrick Crough	Megan Hedstrom
Plymouth	<i>Absent</i>	Catherine Cesnik	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	<i>Absent</i>	Marta Roser, Richard McCoy
St. Louis Park	Jim de Lambert (Secretary)	<i>Absent</i>	Erick Francis
Administrator	Laura Jester, Keystone Waters		
Engineer	Karen Chandler, Barr Engineering		
Recorder	Dawn Pape, Lawn Chair Gardener		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	James Wolfen and Laura Scholl, Metro Blooms; Cassie Champion, Met Council; Kris Guentzel, Hennepin County; McKenzie Erickson, resident		

2. CITIZEN FORUM ON NON-AGENDA ITEMS

None.

3. APPROVAL OF AGENDA

MOTION: Alternate Commissioner Holter moved to approve the agenda. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

4. CONSENT AGENDA

The following items were approved as part of the consent agenda: December 19, 2019 Commission meeting minutes, January 2020 financial report, payment of invoices, approval of resolution to transfer funds from CIP account to administrative account, approval of resolution to transfer funds from administrative account to channel maintenance fund and from long-term maintenance fund to administrative account, approval of proposal from MMKR to perform 2019 financial audit, approval of contract with Wenck Associates for 2020 WOMP Monitoring Services, approval of reimbursement request from City of Crystal for Winnetka Pond Dredging Project (BCP-2), and approval to amend grant contract with MnDNR for Floodplain Modeling & Mapping Project.

The general and construction account balances reported in the January 2020 Financial Report are as follows:

Checking Account Balance	\$ 553,183.08
<hr/>	
TOTAL GENERAL FUND BALANCE	\$ 553,183.08
<hr/>	
TOTAL CASH & INVESTMENTS ON-HAND (1/8/20)	\$3,958,618.16
<hr/>	
CIP Projects Levied – Budget Remaining	\$ (5,976,253.23)
<hr/>	
Closed Projects Remaining Balance	\$ (502,963.19)
<hr/>	
2012-2017 Anticipated Tax Levy Revenue	\$ 8,547.78
<hr/>	
2018 Anticipated Tax Levy Revenue	\$ 10,861.11
<hr/>	
Anticipated Closed Project Balance	\$ (483,554.30)
<hr/>	

Commissioner Welch requested to pull item 4J from the consent agenda and add it to the business section as 5E.

MOTION: Commissioner de Lambert moved to approve the agenda as amended. Commissioner Anderson seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

5. BUSINESS

A. Receive Presentation from Metro Blooms with Update on Harrison Neighborhood Projects

Administrator Jester gave a brief overview of how the Commission supports and partners on grants with Metro Blooms to implement work in the Harrison Neighborhood. Laura Scholl and James Wolfin from Metro Blooms gave a detailed report of the Harrison Neighborhood Projects. The Harrison Neighborhood is in the Near North community in Minneapolis, located west of downtown. It's considered an environmental justice community. Through native plantings, stormwater management projects, and training residents and local businesses in maintenance of these practices, Metro Blooms is working with the Harrison Neighborhood Association to create a prosperous and peaceful community that equitably benefits all of the Harrison neighborhood residents.

Ms. Scholl reported that through a Clean Water Fund grant to the BCWMC, funding was passed through to Metro Blooms to complete commercial stormwater management projects, mostly along Glenwood Ave. In 2019, Metro Blooms completed projects at Ripley Gardens, KNOCK Inc., and Venture North Bike Shop. In addition to installed projects, stormwater credit applications, operations and maintenance plans and trainings, and as-built documents were completed. Educational signage is being developed for the projects. Construction documents are completed for a fourth site, Minnesota Builders Exchange, and they are in the preliminary design phase for a project at Water in Motion. In conjunction with clean water practices, project focus includes equitable engagement and development through the use of an equitable development scorecard, ongoing opportunities for community feedback, and training for local contractors. Many factors, including property sale, soil contamination, and tenant issues have led to numerous properties dropping out prior to installation so Metro Blooms received grant extensions to the end of 2020 from both the Clean Water Fund and Hennepin County.

Ms. Scholl and Mr. Wolfin also reported on Metro Bloom's Boulevard Bioswale Program which got its start in the Harrison Neighborhood with a Met Council grant to the BCWMC. Dozens of residents participated in that program which has now expanded to other areas of Minneapolis with funding from the city. Mr. Wolfin provided detailed information on the plant selections and maintenance practices for the stormwater projects and boulevard bioswales.

Finally, Ms. Scholl reported on a partnership with Minneapolis College of Art and Design (MCAD) to develop graphics and communication pieces related to creating pollinator habitat and promoting native plants. They plan to use some of the images produced by students in future marketing materials

B. Consider Approval of Application for BWSR Lawns to Legumes Demonstration Neighborhood Grant

Administrator Jester report that Metro Blooms requested that the Commission apply for a \$40,000 Lawns to Legumes grant from the MN Board of Water and Soil Resources for a neighborhood demonstration project in the Harrison Neighborhood and other Near North neighborhoods to be implemented by Metro Blooms. She explained that she submitted the application (as it was due January 10th) after contacting Chair Prom and Vice Chair Welch about it. It was noted that Metro Blooms was going to submit the grant, but since their outreach program Blue Thumb—Planting for Clean Water is involved with processing the residential grants, they did not want there to be any potential for conflict of interest. Administrator Jester noted that Metro Blooms does a great job of keeping detailed records and performing almost all of the administration needed to manage the other Commission grant projects. She also noted that even though it's been submitted, the Commission could pull the application from consideration if they choose.

MOTION: Commissioner de Lambert moved to approve submittal of the Lawns to Legumes grant application. Commissioner Welch seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

C. Review Letter to MN Association of Watershed District (MAWD) on Chloride Limited Liability Legislation

Administrator Jester reviewed a letter she drafted to Emily Javens, MAWD Administrator, as directed by the Commission at their December meeting. Commissioner Harwell asked that the letter underscore the issue of safety and reference New Hampshire's similar existing law.

Commissioner Welch reported that he will attend the Metro MAWD meeting where this issue could be raised and where other watersheds could decide to draft a similar letter.

MOTION: Commissioner Harwell moved to authorize Administrator Jester to send the letter to MAWD. Commissioner Welch seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

D. Appoint Representative for BWSR Watershed-Based Funding Convene Meeting

Administrator Jester reminded the Commission about BWSR’s Watershed-Based funding process which includes “convene meetings” where each watershed and two cities will have one vote to decide which projects will receive the funding this biennium. She noted that the Commission should appoint a voting member and that she played that role during the pilot process in the last biennium. Commissioner Welch stated that Administrator Jester has the best handle on CIP projects and would be a logical choice.

MOTION: Commissioner Welch moved to appoint Administrator Jester as the voting representative for the BCWMC at the Watershed-Based Funding convene meetings; and to appoint Alternate Commissioner Cesnik as the first alternate, and Commissioner Harwell as the second alternate. Alternate Commissioner Holter seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

E. Climate Adaptation Conference – moved from consent agenda

Administrator Jester noted that she understands this conference is sold out. Although this conference is full, she, Alternate Commissioner Cesnik and Commissioner Welch would like to attend. Administrator Jester is going to check into ticket availability; if she is unable to attend, she will work to bring pertinent content to a future Commission meeting. Commissioner Welch mentioned that city attorneys are keenly interested in these issues.

MOTION: Commissioner de Lambert moved to authorize Alternate Commissioner Cesnik and Administrator Jester to attend if it is possible. Alternate Commissioner Holter seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of Minnetonka and Robbinsdale absent from the vote.

6. COMMUNICATIONS

A. Administrator’s Report

- i. BWSR Performance Review and Assistance Program (PRAP) – Administrator Jester reported the BCWMC will be assessed by BWSR staff through a “level II” PRAP. She doesn’t foresee concerns, but noted it may take considerable administrative time.

Administrator Jester also reported that the BCWMC received a \$400,000 Clean Water Fund grant for the Bryn Mawr Meadows Water Quality Improvement Project.

She also mentioned she was giving an interview for CCX on the Sweeney Lake project after the meeting, and she reminded commissioners about the upcoming election of officers and committee appointments at the February meeting.

B. Chair

- i. Commissioner Welch noted the staff evaluations are being reviewed by Chair Prom.

C. Commissioners

- i. Alternate Commissioner Holter asked about the use of drones for AIS inspection, as there was a presentation about it at the last AMLAC meeting. He wondered if this technology was being employed elsewhere. Pape and Missaghi confirmed the use of drones especially for invasive plants, algae detection and water temperatures.

D. TAC Members



EXECUTIVE SUMMARY

Public Works

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

3. E. 1. Authorize Contract for 2020 Brush Pick-Up Program

Prepared By

Tim Kieffer, Public Works Director

Al Lundstrom, Park Maintenance Supervisor

Tim Teynor, Assistant City Forester

Summary

Each spring, the City contracts the collection and disposal of residents' small brush, piled along the road, as part of the Brush Pick-Up Program. The Brush Pick-Up Program is a three-week program scheduled to begin on April 27, 2020. The City is divided into three sections with each region allocated one week for collection.

Staff solicited quotes from multiple companies. Two companies declined to submit quotes because of time constraints or equipment deficiencies. Staff was able to obtain a single quote from Tim's Tree Service. Tim's Tree Service has been the only company to submit a quote for the past several years.

Staff provides information to residents about the Brush Pick-Up Program through the CityNews, postcards mailed to their homes, and the City's website.

Financial Or Budget Considerations

The 2020 Recycling budget (7001.6340) includes \$71,400 for brush pick-up. The total cost is \$66,410.

Recommended Action

Motion to authorize the Mayor and City Manager to execute the contract for Brush Pick-Up with Tim's Tree Service, LLC, in the form approved by the City Attorney to provide brush pick-up and disposal services.

Supporting Documents

- Contract for Brush Pick-Up with Tim's Tree Service, LLC (12 pages)

**CONTRACT FOR BRUSH PICK-UP
WITH TIM'S TREE SERVICE, LLC**

THIS AGREEMENT is made this 4th day of March, 2020 (the "Effective Date") by and between Tim's Tree Service, LLC, dba Heartwood Tree Surgeons, a tree care company with its principal place of business at 5612 Corvallis Avenue North, Crystal, MN 55429 ("Contractor"), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the "City"):

RECITALS

- A. Contractor is engaged in the business of collecting, removing, and disposing of tree debris.
- B. The City desires to hire Contractor to collect, remove, and dispose of tree debris.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

AGREEMENT

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the "Work"). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit B**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor's operations.
2. **Time for Completion.** Contractor shall commence the Work not later than April 27, 2020. Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City's authorized agent according to the deadlines set forth in **Exhibit A** (the "Contract Time"). Contractor shall notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at Contractor's expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.
3. **Consideration.** In consideration of the performance of the Work, the City shall pay to Contractor the amount set forth in the attached **Exhibit C** (the "Contract Price"). The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

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

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

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

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary specifications

All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

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

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

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

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

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

9. **Acceptance of the Work.** All of Contractor's work and labor shall be subject to the inspection and approval of the City. The City's authorized agent shall be the sole and final judge of the fitness of the Work and its acceptability. Any payment made to Contractor, shall not be construed as operating to relieve

Contractor from responsibility for the construction and delivery of the Work. No payment shall be made to Contractor until the Work has been accepted.

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

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

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

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

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

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

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

17. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Before it may perform any Work under this Agreement, Contractor shall procure and maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;
- c. Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
 - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. Personal and advertising injury;
 - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
 - iv. Bodily injury or property damage arising out of completed operations; and
 - v. Contractor's indemnity obligations under this Agreement.

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

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

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

employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

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

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

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

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

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

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

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

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

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

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

30. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Tim Kieffer, or designee. Contractor's authorized agent for purposes of administration of this contract is Jason Schlauch, or designee who shall perform or supervise the performance of all Work.

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

CONTRACTOR
Tim's Tree Service, LLC.
5612 Corvallis Avenue North
Crystal, MN 55429
jason@timstreemn.com

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

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

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

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

34. **Payment of Subcontractors.** Contractor agrees to pay all laborers employed and all subcontractors furnishing material to Contractor in the performance of this contract. If Contractor fails to pay any claims and demands for labor and materials, the City may apply the monies due to Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against Contractor. The amount of such payments shall be deducted from the balance due to the Contractor.

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

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

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

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

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

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

TIM'S TREE SERVICE, LLC,
dba, HEARTWOOD TREE SURGEONS:

By: _____
Name: _____
Title: _____

CITY OF GOLDEN VALLEY:

By: _____
Shepard M. Harris, Mayor

By: _____
Timothy J. Cruikshank, City Manager

**EXHIBIT A
SCOPE OF WORK**

1. **Work.** The Work shall include all labor and equipment necessary to remove all brush and branches four inches (4") in diameter or smaller (the "Materials") from the boulevards in each section. The work shall include the following:

- a. Remove the Materials from the boulevard with clam trucks and operators.
- b. Clean the pickup area and repair any areas damaged by equipment.
- c. Provide return service to properties not covered during initial cleanup.
- d. Videotape piles not complying with City requirements including shot of address on house for reference. Video should clearly show non-compliance and date.

2. **Location.** Contractor shall remove the Materials from street boulevards within the City. The City staff has divided the City into the following three sections for the removal operation:

- Section 1 is the area north of TH 55 and east of Douglas Drive.
- Section 2 is the area north of TH 55 and west of Douglas Drive.
- Section 3 is the area south of TH 55.

3. **Schedule.** Contractor shall complete the Work in each section according to the following schedule:

Section	Start Date	Completion Date
Section 1	April 27, 2020	May 4, 2020
Section 2	May 4, 2020	May 11, 2020
Section 3	May 11, 2020	May 18, 2020

Contractor shall complete each section of Work by the Completion Date stated in the table above. If the City receives requests for additional pick-ups from residents by May 18, 2020, the City's representative may develop a list of additional work to be performed by the Contractor (the "Additional Pick-Ups"). Contractor shall perform all Additional Pick-Ups at the unit price for equipment and labor in **Exhibit C**. Contractor shall not be entitled to increased prices to perform the Additional Pick-Ups. All Work under this contract including, but not limited to the Additional Pick-Ups shall be completed by June 1, 2020 (the "Final Completion Date").

If Contractor fails to complete the Work within each section by the Final Completion Date, the City may charge Contractor, and withhold from any monies due to Contractor, liquidated damages in the amount of \$500 per calendar day until all of the Work is completed.

4. **Disposal.** Contractor shall collect, transport, and deposit all collected Materials at the City Designated Collection Facility located at 9305 10th Avenue North, Golden Valley, MN 55427. Contractor shall make reasonable efforts to keep the areas outside of the designated storage site at the City Designated Collection Facility free of debris. Contractor shall stack the Materials each day in an organized manner such that the debris is oriented in a uniform direction for efficient transfer.

**EXHIBIT B
SPECIAL CONDITIONS**

1. **Responsible Contractor Certification.** Contractor and subcontractor(s) shall be a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. Contractor or subcontractor(s) that do not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to perform the Work. Contractor and subcontractor(s) are that make a false statement verifying compliance with any of the minimum criteria shall result in the termination of this Agreement.
2. **Safety Precautions and Accident Prevention.** Contractor shall observe and comply with all requirements to the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident Prevention of the Industrial Commission of Minnesota, and with the requirements of the Workmen's Compensation Act and any amendments thereto. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. Contractor shall be responsible for all safety issues on this project. Contractor shall comply with instructions from the City for implementing any additional safety-related requirements.
3. **Temporary Traffic Control Devices.** Contractor, at its own expense, shall furnish and deploy temporary traffic control signs and devices in accordance with the provisions of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) when the Work occurs on or adjacent to any street, alley or public place. Contractor shall, at Contractor’s own cost and expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons and property and of the work as is necessary. A sufficient number of devices shall be erected to keep vehicles from driving into the work zone and to warn pedestrians and children of the existence of the Work. Contractor shall be responsible for all damages, costs to repair, fees or other losses due to failure of barricades, signs, or lights. Contractor shall be solely responsible for the maintenance of barricades, signs and devices.
4. **DOT Compliance.** All of Contractor’s drivers performing work for the City must be in compliance with the Minnesota Department of Transportation (“DOT”) requirements related to holding a Commercial Driver’s License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines or penalties incurred as a result of Contractor’s failure to comply with DOT requirements as set forth above. It shall be Contractor’s responsibility to comply and provide evidence to the City of DOT compliance upon request.
5. **Hours of Operation.** Contractor shall perform the Work Monday through Saturday from 7:00 a.m. to 7:00 p.m., excluding holidays.
6. **Noise Elimination.** Contractor shall eliminate noise to the greatest extent possible at all times. Air compressing plants shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.
7. **Payment.** Payment for this project will be on an hourly basis as stated in **Exhibit C** and shall be based on the number of hours worked and the type of equipment used. The Contractor shall submit to the City’s representative a time sheet for each day’s activities. The estimated quantities on the Proposal form are for determination of the lowest proposal for the Work. Actual quantities may be adjusted so long as the total Contract

Price does not exceed the amount budgeted by the City. Contractor shall use as many pieces of equipment and provide the necessary labor force to ensure all of the Work is completed within the Contract Time.

8. **Contract Time Extension.** Contractor shall perform fully, entirely, and in an acceptable manner, the Work within the Contract Time stated in this Agreement. If Contractor determines it is impossible to complete the Work within the Contract Time, Contractor shall request an extension from the City, in writing, not less than ten days prior to end of the Contract Time. Contractor's extension request shall detail fully in the reasons for the requested extension. The City, in its sole discretion, may grant or deny Contractor's extension request. The City will only grant extension requests if the Work has been delayed by circumstances beyond Contractor's control, or if the Material quantities substantially exceed the estimated quantities.

9. **Risk of Loss.** Contractor acknowledges that it will bear all risk of loss with regard to its performance under this Agreement, including without limitation, the cost of losses caused by delays attributable to Contractor, breakdowns of trucks, equipment and the acts or omissions of Contractor's employees.

**EXHIBIT C
PROPOSAL**

Contractor certifies that an examination has been made of the scope and location of work and proposes to furnish all necessary machinery, equipment, tools, labor and other means for the Work and to furnish all materials specified in the manner and at the time prescribed in the Contract Documents. Contractor understands that the quantities shown herein are approximate only and are subject to increase or decrease. Contractor further understands all quantities, whether increased or decreased, shall be performed at the unit prices below. The cost of hauling to the dumpsite and the cost of dumping material at the site shall be included in the prices bid for the equipment.

Clam Truck with Operator	<u>\$ 80.00</u>	<u>/hr.</u>	X 290 hours =	<u>\$ 23,200.00</u>
Haul Truck with Operator	<u>\$ 95.00</u>	<u>/hr.</u>	X 290 hours =	<u>\$ 27,550.00</u>
2 Person Clean-Up Crew	<u>\$ 54.00</u>	<u>/hr.</u>	X 290 hours =	<u>\$ 15,660.00</u>
TOTAL: GRAND TOTAL COST TO PROVIDE SERVICES FOR 2020 SPRING BRUSH PICK-UP				<u>\$ 66,410.00</u>



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

3. F. Support Legislation Authorizing the Collection Infrastructure Development Fees

Prepared By

Marc Nevinski, Physical Development Director

Summary

In the case of *Harstad v. City of Woodbury*, the Minnesota Supreme Court found that statutory cities do not have authority to impose an infrastructure fee for future road improvements as part of approving residential development.

Currently, state law (Minnesota Statutes, section 462.358, subdivision 2a) allows a city to condition approval of a subdivision application on either the developer (1) constructing or installing the improvements, or (2) providing a form of “financial security” enough to assure the city that the improvements will be constructed or installed according to the city specifications. The Supreme Court found that the City of Woodbury’s infrastructure fee program was outside of this authority. Historically, funding for needed infrastructure improvements resulting from development, such as major street or intersections, has come from such fees. Cities generally have adopted the position that development should pay for itself and the cost of infrastructure improvements should not be placed on residents. The Supreme Court’s decision in *Harsad* left unanswered important questions for cities to grapple with when addressing development impacts.

The League of Minnesota Cities is urging city councils to adopt a resolution providing clarity after the Minnesota Supreme Court’s decision in *Harstad*, where the court found there was no existing statutory authority to collect fees for future infrastructure improvements when approving residential development.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution supporting legislation that would authorize cities to collect infrastructure development fees to fund municipal street improvements, including street improvements, as a necessary component of growth and redevelopment.

Supporting Documents

- Resolution Supporting Legislation Authorizing the Collection of Infrastructure Development Fees to Fund Municipal Improvements as a Necessary Component of Growth and Redevelopment (2 pages)

RESOLUTION NO. 20-19

RESOLUTION SUPPORTING LEGISLATION AUTHORIZING THE COLLECTION OF INFRASTRUCTURE DEVELOPMENT FEES TO FUND MUNICIPAL IMPROVEMENTS AS A NECESSARY COMPONENT OF GROWTH AND REDEVELOPMENT

WHEREAS, populations in Minnesota cities are growing statewide; and

WHEREAS, the development and construction associated with that growth are driving the need for road improvements, street oversizing, street redesign, and street reconstruction; and

WHEREAS, municipal statutory authority appropriately exists for fees to support added need for parks, sewer, and water; and

WHEREAS, the Minnesota Supreme Court found in *Harstad v. City of Woodbury* that no statutory authority existed for infrastructure development fees; and

WHEREAS, city streets are one of the several major types of infrastructure local government is responsible to provide to protect public safety and health, and city streets represent an integral piece of the network of roads supporting movement of people and goods; and

WHEREAS, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes, and special assessments have limited applications, leaving cities under-equipped to address growing needs; and

WHEREAS, funding sources for larger streets and intersections to support new developments have historically come from infrastructure development fees; and

WHEREAS, cities should not be forced to make current residents and businesses pay for costs of growth through local taxes but rather, those fees should be borne by those that are profiting from the growth; and

WHEREAS, cities are finding it difficult to develop adequate funding systems to support needed infrastructure development related to growth while complying with existing state statutes; and

WHEREAS, cities need flexible policies and greater resources in order to meet growing demands for street improvements.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of Golden Valley supports legislation that would authorize cities to collect infrastructure development fees to fund municipal infrastructure improvements, including street improvements, as a necessary component of growth and redevelopment.

Adopted by the City Council of Golden Valley, Minnesota this 4th day of March, 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

March 4, 2020

Agenda Item

3. G. Support Submittal of Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site

Prepared By

Eric Eckman, Development and Assets Coordinator
Drew Chirpich, Environmental Specialist

Summary

Minnesota GreenCorps is an AmeriCorps program that began in 2009. The goal of Minnesota GreenCorps is to preserve and protect Minnesota's environment while training a new generation of environmental professionals. The program places members with host sites around the state to assist communities and local governments in addressing a variety of statewide needs. For the 2020-2021 program year, the Minnesota Pollution Control Agency (MPCA) anticipates placing and supporting up to 42 full-time GreenCorps members throughout Minnesota. More information is available at: <https://www.pca.state.mn.us/mngreencorps/program-information>.

The City has been successful applying for GreenCorps members in the past. A GreenCorps member worked at City Hall from September 2016 to August 2017. The member focused on GreenStep Cities initiatives, developing the City's Resilience & Sustainability Plan, and implementing the City's Natural Resources Management Plan. The City is also hosting a member for the 2019-2020 service term. The member is working on waste reduction strategies, and exploring options to implement a curbside organics program.

If selected by MPCA, the GreenCorps member would work at City Hall on a full-time basis from September 2020 to August 2021. The GreenCorps member would assist the City with its energy efficiency goals, including benchmarking existing buildings energy usage, exploring ways to reduce energy consumption, and retrofitting buildings with energy saving equipment.

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

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

Financial Or Budget Considerations

This summarized budget implications.

Recommended Action

Motion to adopt Resolution to Support Submittal of an Application to Minnesota Pollution Control Agency for Minnesota GreenCorps Host Site.

Supporting Documents

- Resolution to Support Submittal of Application to the Minnesota Pollution Control Agency for Minnesota GreenCorps Host site (1 page)

RESOLUTION NO. 20-20

RESOLUTION SUPPORTING SUBMITTAL OF APPLICATION
TO MINNESOTA POLLUTION CONTROL AGENCY
FOR MINNESOTA GREENCORPS HOST SITE

WHEREAS, the City of Golden Valley is eligible to apply for the placement of one Minnesota Pollution Control Agency GreenCorps member at City Hall for the next program year (September 2020-August 2021); and

WHEREAS, the selected candidate would work with staff and the Environmental Commission to implement the City's Resilience & Sustainability Plan, GreenStep Cities program, and Partners In Energy initiatives; and

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Golden Valley that the Council is supportive of staff's submittal of an application to the Minnesota Pollution Control Agency for the placement of one Minnesota GreenCorps member at City Hall from September 2020 to August 2021.

Adopted by the City Council of Golden Valley, Minnesota this 4th day of March, 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

March 4, 2020

Agenda Item

3. H. Authorize Agreement for DeCola Ponds E & F Flood Mitigation Planning

Prepared By

Jeff Oliver P.E., City Engineer

Eric Eckman, Environmental Resources Supervisor

Summary

This agreement outlines services to update flood models, engage with stakeholders, and develop concept plans for the next phases of the DeCola Ponds Flood Mitigation Project. Prior phases include the Liberty Crossing Flood Mitigation Project completed in 2016 and the DeCola Ponds B & C Improvement Project currently underway and nearing completion.

The next phases of the project, SEA School/Wildwood Park Flood Mitigation and Isaacson Park/Industrial Area Flood Mitigation, will provide a greater benefit to the areas around DeCola Ponds E and F by reducing flood levels and flood damages to nearby homes, businesses, and infrastructure.

The agreement with Barr Engineering will provide planning level engineering services for the next phases of the project and demonstrates progress toward construction readiness to help secure a MNDNR Flood Damage Reduction Grant (funded by State bonding proceeds). The services include:

Evaluation of SEA School/Wildwood Park Alternatives

- Update flood models
- Develop concepts and alternatives for the SEA School/Wildwood Park area
- Planning level cost estimates

Evaluation of Isaacson Park/Industrial Area Alternatives

- Update flood models to reflect potential improvements
- Develop concepts and alternatives for flood storage in the Isaacson Park/Industrial Area and modification of the outlet from Pond D to Pond E.
- Planning level cost estimates

Project Meetings/Stakeholder Engagement

- Prepare materials and attend up to three project meetings and a public open house

Project Summary

- Preparation of draft and final reports

Work will begin in March 2020 and is expected to be completed by August 2020.

Following this planning study, the Bassett Creek Watershed Management Commission (BCWMC) will complete an engineering feasibility study of each project area, building on the community input and concept plans developed during the City's planning study. If funding to implement this project is received through the MNDNR's Flood Damage Reduction Program (funded by State bonding proceeds), and the BCWMC authorizes a project, the City will need to enter into a grant agreement with the State, a cooperative agreement with the BCWMC, and a professional services agreement for design and construction services.

Financial Or Budget Considerations

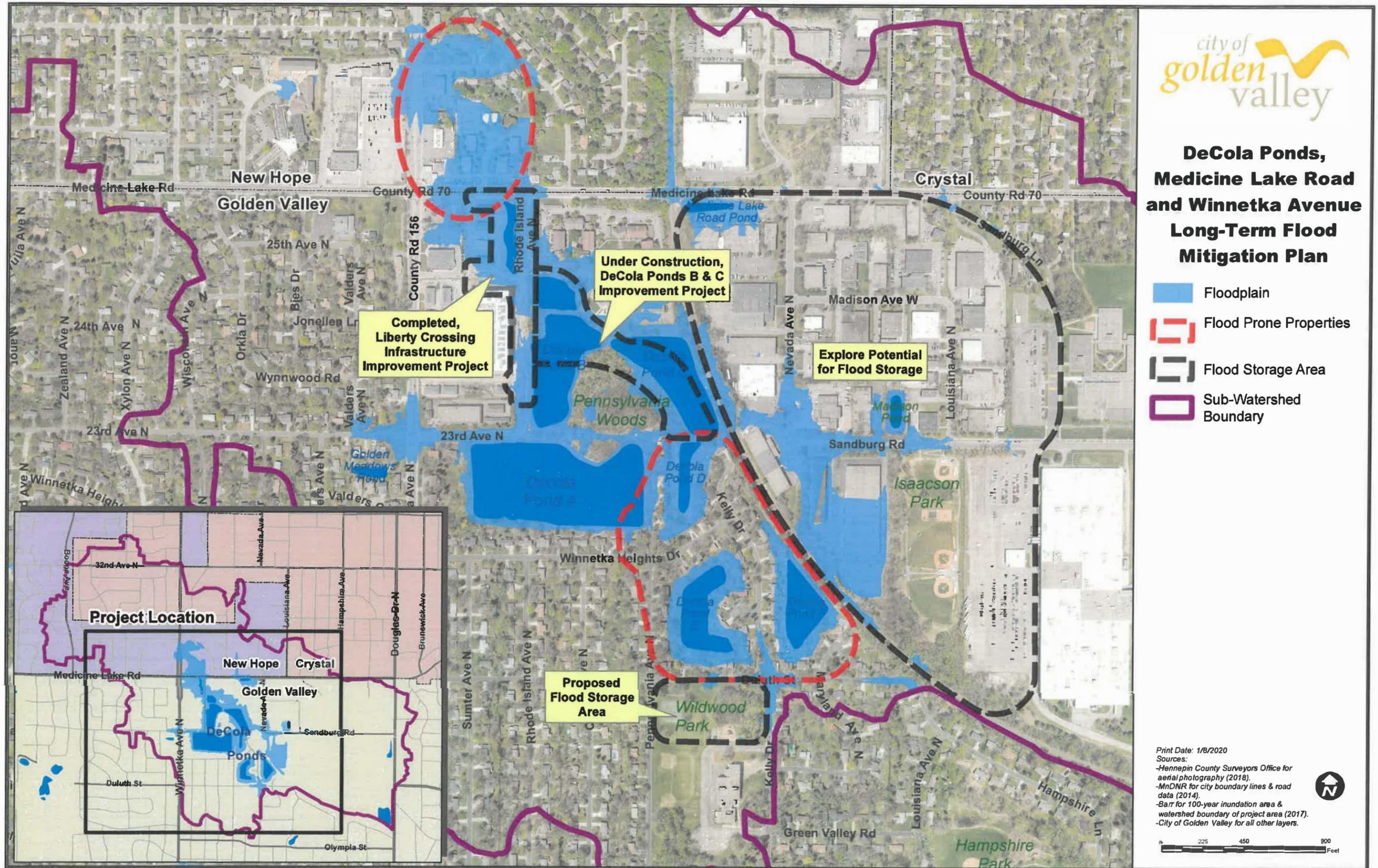
The 2020 Storm Sewer Capital Improvement Program (SS-69) includes \$40,000 to complete the planning study.

Recommended Action

Motion to authorize the Mayor and City Manager to execute the DeCola Ponds E & F Flood Mitigation Planning agreement with Barr Engineering in the form approved by the City Attorney in an amount not to exceed \$40,000.

Supporting Documents

- Location Map (1 page)
- Agreement with Barr Engineering (12 pages)



**PROFESSIONAL SERVICES AGREEMENT
DECOLA PONDS E AND F FLOOD MITIGATION PLANNING**

THIS AGREEMENT is made this 4th day of February, 2020 (“Effective Date”) by and between Barr Engineering Co. a Minnesota company with its principal office at 7300 Market Pointe Drive, Ste. 200, Minneapolis, MN 55435 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

- A. Consultant is engaged in the business of providing professional engineering consulting services.
- B. The City desires to hire Consultant to provide concept plan development services for the SEA School/Wildwood Park and Isaacson Area phases of the DeCola Ponds Flood Mitigation Project.
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. The City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions in this Agreement.

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

AGREEMENT

1. **Services.** Consultant agrees to provide the City with professional consulting services as described in the attached **Exhibit A** (the “Services”). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before July 31, 2020, provided that the parties may extend the stated deadline upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Consultant for the Services on an hourly basis according to Consultant’s fee schedule, attached hereto as **Exhibit B**. Consultant’s total compensation for the Services, including hourly fees and expenses charged pursuant to paragraph 4, shall not exceed \$40,000. 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 on a monthly basis. Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant’s statements are submitted.
4. **Expense Reimbursement.** In addition to hourly fees, Consultant shall be compensated separately for necessary out-of-pocket expenses at the rates set forth in **Exhibit B**.

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 this Agreement or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

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

11. **Insurance.** 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:

Workers' Compensation and Employers' Liability

1. Coverage A: Per State Statute
2. Coverage B: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

Commercial General Liability

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. \$10,000,000 Each Claim
\$10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim/ \$5,000,000 Annual Aggregate.

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 this 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 this Agreement and Exhibits A or B, the terms of this Agreement 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 its representation of the City. In the event of a conflict of interest, Consultant shall advise the City and either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

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 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 Jeff Oliver, City Engineer, or designee. Consultant’s authorized agent for purposes of administration of this contract is Jen Koehler, 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
Barr Engineering Company
4300 MarketPointe Drive Suite #200
Minneapolis, MN 55435

THE CITY
City of Golden Valley
ATTN: Jeff Oliver
7800 Golden Valley Road
Golden Valley, MN 55437
joliver@goldenbvalleymn.gov

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

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

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

28. **Payment of Subcontractors.** Consultant agrees that it must pay any subcontractor within 10 days of the Consultant’s receipt of payment from the 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 Consultant shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Consultant must be awarded its costs and disbursements, including attorneys’ fees, incurred in bringing the action.

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

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

31. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not

authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

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

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

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

BARR ENGINEERING CO.:

By: _____
Name: _____
Title: _____

CITY OF GOLDEN VALLEY:

By: _____
Shepard M. Harris, Mayor

By: _____
Timothy J. Cruikshank, City Manager

EXHIBIT A
SCOPE OF SERVICES

1/3/2019

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

Re: Agreement for DeCola Ponds E & F Flood Mitigation Planning

Dear Mr. Oliver:

Thank you for selecting us to continue working with you on the implementation of the City's long term flood mitigation plan for the DeCola Ponds area. This is a planning level study to explore and evaluate potential alternatives/concepts and further engage with stakeholders in the areas around DeCola Ponds E & F, Wildwood Park, SEA school, Isaacson Park and the Sandburg Industrial area. Ultimately this effort will allow for the City to better budget and plan for this flood mitigation project during the city's capital improvement program (CIP) planning, will help the city prepare for the upcoming Bassett Creek Watershed Management Commission feasibility study for this project, and allow for continued coordination of funding through the Minnesota Department of Natural Resources(MnDNR) Flood Damage Reduction Grant Program through the Minnesota State legislature and bonding bills.

The scope of professional consulting services we will provide for your project includes the following:

Task 1: Evaluation of SEA School/Wildwood Park Alternatives

In Task 1, Barr will complete updates to the XP-SWMM model that includes the final designs of the Liberty Crossing Flood mitigation project and the DeCola Ponds B & C improvement projects as well as the conceptual design of the flood mitigation project for the SEA School/Wildwood Park site from the Medicine Lake Road and Winnetka Avenue Area Long Term Flood Mitigation Plan (MLRWA plan). This model run will establish the anticipated baseline impact of the project on flood elevations in DeCola Ponds E & F. The modeling will focus on the Atlas 14 2-year, 10-year, and 100-year, 24-hour design storm events.

From there, we will utilize this model to evaluate up to three (3) additional flood mitigation concepts building off the work complete from the past studies as well as developing concepts that coordinate with upcoming improvements in the area with the Robbinsdale Area School District (school district) and City of Golden Valley Parks & Recreation Department (parks department). We assume that City of Golden Valley Engineering staff will be facilitating conversations with the appropriate contacts with the school district and parks department and will be able to provide information such as sketches/drawings related to upcoming improvements (e.g. building and parking lot modifications at the SEA School etc.). All concepts will try to preserve much of the wooded knoll on the northeast corner of Wildwood Park as well as the recreational uses in the area (e.g. tennis and sport fields). A plan view figure will be developed for each of the proposed concepts.

Barr, with assistance from Golden Valley staff, will also follow-up with Hennepin County regarding conclusions from survey of cities compiling the appropriate depth of storage/conveyance allowed in city streets during large,

intense rain events. In addition to evaluating the concepts from a flood impact perspective, Barr will also summarize educational and recreational opportunities with each of the concepts.

Barr will develop planning level cost estimates for each of the three flood mitigation alternatives on the SEA School/Wildwood Park properties, including project extents and estimated costs for potential easements required.

Deliverables

- XP-SWMM models and results for three flood mitigation concepts
- Plan View Figures of up to three concepts
- Planning level cost estimates for up to three concepts

Task 2: Evaluation of Isaacson Area Projects

Although the primary focus of this effort is on the flood mitigation potential at the SEA School and Wildwood Park properties, a high-level evaluation considering alternative flood storage options in the watershed to DeCola Pond F (the Isaacson Park and Sandburg industrial area). Although the project identified in the MLRWA plan was in the preferred location from a drainage standpoint, the property owner of the parcel recently invested significantly in the facility. Based on this, the City would like Barr to look at the impact of incorporating flood storage at a few other locations in the industrial watershed draining to the northeast corner of Pond F along with the diversion of lower flows away from Pond F. Additionally, this effort will also include evaluation of modifications to the DeCola Pond D outlet that would reduce the amount of accumulated debris and therefore reduce outlet maintenance. Frequent plugging or partial plugging of this outlet results in Pond D water elevations above its normal level. This can result in higher flood elevations on DeCola Pond D. In addition to a concept that reduces maintenance, Barr will evaluate upsizing of the Pond D outlet to evaluate impact on flood elevations on all DeCola Ponds. Proposed Pond D outlet modifications will be evaluated to make sure they do not negatively impact the flood solutions for Ponds E & F.

Barr will utilize this model to evaluate up to three (3) additional flood mitigation concepts in the Isaacson area and two (2) outlet modification concepts for Pond D, utilizing the model from Task 1. The modeling will focus on the Atlas 14 2-year, 10-year, and 100-year, 24-hour design storm events. Barr will develop plan view figures for each of the proposed concepts along with planning level cost estimates for each alternative. The planning level costs will include construction, engineering and design, and the estimated acquisition, relocation, and demolition costs associated with the targeted parcels in each concept.

This understanding will allow City staff to make more informed decisions in relation to flood mitigation in this area as properties may change ownership or to coordinate with other planning efforts. We have assumed that at this time, there will be little or no outreach or coordination with property owners in the Isaacson area.

Deliverables

- XP-SWMM models and results for three flood mitigation concepts
- Plan View Figures of the three concepts
- Planning level cost estimates for the three concepts

Task 3: Project Meetings

City staff will be coordinating and leading meetings with school district and parks department staff. Barr has assumed that we will need to prepare for and attend up to three (3) project meetings which could include the following:

- Project Meeting #1 – Project Kickoff with City Engineering & Parks and school district (SEA School facilities) staff (Anticipated: February/March)
- Open House – With area residents (Anticipated: April/May)

- Project Meeting #2 – Review of concepts, model results, and costs with City Engineering staff (Anticipated: May/June)
- Project Meeting #3 – Project Summary Meeting (Anticipated: July)

We assumed that all meeting will be held in Golden Valley either at the City Hall, Brookview Community Center, or at the SEA School (if appropriate).

Deliverables

- Up to three (3) project meetings and one (1) open house

Task 4: Project Summary

Barr will develop a summary memorandum compiling the results of the additional flood mitigation evaluation for the SEA School/Wildwood Park site and in the Isaacson area. City staff will be allowed to review and comment on the summary prior to finalizing the memorandum. This assumes that there are not significant comments that require any revisions to modeling or concepts.

Deliverables

- Draft summary memo (provided in electronic format)
- Conference Call or WebEx meeting with City staff to review comments
- Final summary memo (provided in electronic format)

The estimated schedule for the services assumes Barr will receive authorization to begin work March 2020 with project completion by July 31, 2020.

We will inform you of our progress by monthly progress reports and regular communications throughout the project, as required.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you monthly. The cost of the services will not exceed \$40,000 (USD) without prior approval by you.

We understand you (and Eric Eckman) have the authority to direct us. We will direct communications to you (and Eric Eckman) at the address on this letter. Direction should be provided to me (or Jen Koehler) at 4300 MarketPointe Drive, Minneapolis, MN 55435.

EXHIBIT B
Fee Schedule—2020

Rev. 12/28/19

Description	Rate* (U.S. dollars)
Principal	\$145-295
Consultant/Advisor	\$185-250
Engineer/Scientist/Specialist IV	\$155-180
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$60-90
Support Personnel II	\$95-150
Support Personnel I	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

March 4, 2020

Agenda Item

3. I. Board/Commission Appointment

Prepared By

Tim Cruikshank, City Manager

Summary

On February 18, 2020, the Council interviewed applicants to fill vacancies on Board/Commissions. As a result, the Ms. Giese was recommended to be appointed to the Human Rights Commission for a term that expires on May, 2022. Ms. Giese will be sworn in at the next Human Rights Commission meeting.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to make the following appointment:

Human Rights Commission

Mary Giese

2 year term

term expires - May, 2022